



*To enrich lives through effective and caring service*



November 7, 2012

Santos H. Kreimann  
Director

Kerry Silverstrom  
Chief Deputy

Gary Jones  
Deputy Director

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 November 7, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACTS FOR CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES  
(SUPERVISORIAL DISTRICTS 3 AND 4)  
(3 VOTES)**

**SUBJECT**

This action is to award contracts to: (1) Dudek and (2) Culbertson, Adams and Associates, Inc. to provide consulting services on behalf of the Department of Beaches and Harbors on matters pending or to be brought before the California Coastal Commission.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve award of and instruct the Chairman to sign three-year contracts, with two one-year renewal options and an additional maximum of six month-to-month extensions, with Dudek and Culbertson, Adams and Associates, Inc. effective on January 11, 2013, for as-needed consultant services on matters pending or to be brought before the California Coastal Commission, at an annual aggregate cost not to exceed \$140,000 for both contracts, totaling a maximum amount of \$770,000 for a potential total term of five years and six months.
2. Authorize the Director of Beaches and Harbors to exercise the two contract renewal options and, if needed, the additional six month-to-month extensions for each of these contracts, if, in the Director's opinion, Dudek and Culbertson, Adams and Associates, Inc. have effectively performed the services during the previous contract period and the services are still required.
3. Authorize the Director of Beaches and Harbors to increase the aggregate amount of the contracts by up to 10%, \$14,000 annually, in any contract year or any

option period for any additional or unforeseen services within the scope of these contracts, for a potential additional contract amount of \$154,000 per year.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the contracts (Attachments I and II) with: (1) Dudek and (2) Culbertson, Adams and Associates, Inc. (CAA) will enable the Department of Beaches and Harbors (Department) to continue to obtain critical advocacy and consultant services in connection with Marina del Rey and beach-related matters that may be brought before the California Coastal Commission. CAA, which has provided consultant services to the Department since 2001, was instrumental in securing the California Coastal Commission's approval of the County's major amendment to the Marina del Rey Local Coastal Program in 2011. As the Department begins to focus on the next phase of redevelopment in Marina del Rey, having consultant services from two consultants will provide for a broader spectrum of expertise and more professionals to perform various assignments.

The Department has contracted for these services since 2001. The two recommended consultants will provide, on an as-needed basis, advocacy and expertise in obtaining necessary approvals relating to redevelopment efforts in Marina del Rey and various beach development and access issues.

### **Implementation of Strategic Plan Goals**

Approval of the contracts will promote and further the Board-approved Strategic Plan Goal of Operational Effectiveness (Goal 1), by enabling the Department to obtain professional advocacy to represent the County's interests in redevelopment efforts in Marina del Rey and beach-related matters.

### **FISCAL IMPACT/FINANCING**

The total compensation for California Coastal Commission consultant services shall not exceed \$140,000 for both contracts in the aggregate in any contract year or \$770,000 for both contracts during the potential five-year, six-month term. This amount may be supplemented to the extent a lessee is obligated to reimburse the County for its California Coastal Commission consultant services. The contractors shall provide the requested services at fixed hourly rates, as specified in the contracts, up to the annual maximum. The Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$14,000) in any contract year or optional extension period. These contracts do not include cost of living adjustments.



### **Operating Budget Impact**

The budgeted amount in the Department's FY 2012-13 Adopted Budget to fund the costs of these as-needed services is \$50,000. Any additional or unforeseen services within the scope of these contracts will be funded from the Department's Operating Budget within budgetary resources.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department is requesting award of contracts to Dudek and CAA. The recommended term of each contract is three years, with two one-year extension options and, if needed, an additional maximum of six month-to-month extensions, that may be exercised at the discretion of the Department's Director. The contract services will commence on January 11, 2013, or the date of approval by your Board, if later.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements.

These are not Proposition A Contracts, as authority to contract is expressly provided by statute; therefore, the Living Wage Program (County Code Chapter 2.2002) does not apply.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in these contracts.

### **CONTRACTING PROCESS**

On May 3, 2012, the Department issued a Request for Proposals (RFP) seeking one or more qualified vendors to provide consulting services on matters pending or to be brought before the California Coastal Commission. Notices were sent out by direct mail to qualified vendors. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as on the Department's Internet site, where the full RFP document was available for download.

Three proposals were submitted, and all three met the RFP's minimum requirements and were evaluated. A three-person evaluation committee comprised of staff members from the Department, as well as a representative from the Department of Regional Planning, evaluated the three proposals based on a weighted evaluation of: (1) price, 30%; (2) approach to contract requirements, 30%; and (3) experience and organizational resources, 40%. Upon review and evaluation of the submitted proposals,

The Honorable Board of Supervisors  
November 7, 2012  
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the evaluation committee determined that both Dudek and CAA have the experience and ability to provide the Department with quality consultant services. The non-selected proposer did not respond to the Department's offer for a debriefing. No protests were received in connection with this solicitation.

On final analysis and consideration of this contract award, both Dudek and CAA were selected without regard to gender, race, creed or color.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees, as the Department has contracted for these as-needed consultant services since 2001. There will be no impact on other County services or projects.

**CONCLUSION**

Authorize the Executive Officer of the Board to send two approved copies of this letter and two executed copies of each contract to the Department of Beaches and Harbors.

Respectfully submitted,

*Kerry Silverstrom*  
*for*

SANTOS H. KREIMANN  
Director

SHK:NAT:nat

Attachments (2)

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors





**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**DUDEK**

**FOR**

**CALIFORNIA COASTAL COMMISSION**

**CONSULTANT SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR  
CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**

**CONTRACT FOR**

**CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

**PART ONE - GENERAL CONDITIONS**

**1.0 GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties**

This Contract is entered into by and between the County of Los Angeles (the "County") and Dudek (the "Contractor").

**1.1.2 Recitals**

The Contract is intended to integrate within one document the terms for the California Coastal Commission Consultant Services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposer's Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3 - P-19 submitted with the Contractor's Proposal.

**1.1.3 Effective Date**

The effective date of this Contract shall be the later of January 11, 2013 or the date of Board approval.

**1.1.4 Contract Provisions**

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), and the Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties

that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth herein; to the extent there is any inconsistency between the language in the Offer to Perform (Form P-1) or the Work Plan (Form P-6) and any other part of the Contract, the language of such other part of the Contract shall prevail.

#### **1.1.5 Work to be Performed**

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-6. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **1.1.6 Rescission**

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.45, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

### **1.2 INTERPRETATION OF CONTRACT**

#### **1.2.1 Headings**

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.



### **1.3 CONTRACT TERM**

#### **1.3.1 Initial Term**

The initial Contract term shall be three years commencing on the later of January 11, 2013 or the date of execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

#### **1.3.2 Two One-Year/Six Month-to-Month Extension Options**

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including without limitation determining whether the County will exercise a Contract term extension option.

#### **1.3.3 Contractor to Notify County when it is within Six Months from Expiration of Term**

The Contractor shall notify the County's Department of Beaches and Harbors (the "Department") when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall provide written notification to the Department.

#### **1.3.4 Extension to Complete Work Orders**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved

before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

#### **1.3.5 Survival of Obligations**

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 CONTRACT SUM**

#### **1.4.1 Contract Payment**

The net amount the County shall expend from its own funds during any Contract year for California Coastal Commission Consulting Services shall not exceed \$140,000 per Contract year, based on the Department's needs and availability of funds in the County's budget. The County may at its discretion expend any portion, all or none of the stipulated amount. However, aggregate annual payments for California Coastal Commission Consulting Services may exceed the stipulated amount to the extent that a lessee or other third party is obligated to reimburse the County for its California Coastal Commission Consulting Services.

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the Director's express prior written approval.

#### **1.4.2 Increase of Contract Sum by Director**

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor, increase the Contract Sum amount by up to 10 percent in any year of the Contract or any extension period, to cover needed, increased services in the scope of the Contract, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

#### **1.4.3 Increase in Maximum Compensation Under Work Order**

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

#### **1.4.4 Compensation Payable Only Under Work Order at Quoted Hourly Rates**

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of an issued Work Order (Exhibit 1). Compensation for all work under a Work Order shall be at Contractor's rate of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 2.48.

#### **1.4.5 No Increase in Hourly Rate of Compensation**

No increase in the hourly rate of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.



#### **1.4.6 Contractor to Notify County when it has Received 75% of Total Contract Amount**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

#### **1.4.7 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, or any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### **1.5 INVOICES AND PAYMENTS**

**1.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work specified in Attachment B, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1, Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

### **1.5.2 Contractor's Invoice Procedures**

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours or work performed, name of the Work Order or project, type of work performed, person performing the work, hourly rate for such person and other information necessary to calculate the payment for the work.

If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the Contract Administrator. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

### **1.5.3 Approval of Invoices**

Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. All invoices submitted by the Contractor for payment must have the written approval of the Department's Planning Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### **1.5.4 Local Small Business Enterprises - Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

### **1.6 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **1.6.1 Contractor's Contract Representative**

The Contractor's Contract Representative is designated on Form P-17, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

#### **1.6.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

#### **1.6.3 Confidentiality**

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees,

arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.3, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.3 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without the Director's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR**

**CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

**PART TWO - STANDARD TERMS AND CONDITIONS**

**2.0 STANDARD TERMS AND CONDITIONS**

**2.1 AMENDMENTS**

**2.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

**2.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

**2.1.3** The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

**2.2 ASSIGNMENT AND DELEGATION**

**2.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**2.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

**2.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **2.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual

authority.

## **2.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **2.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

**2.5.1** Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**2.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**2.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.

**2.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 2.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 2.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 2.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within five business days of mailing to the complainant.

## **2.6 COMPLIANCE WITH APPLICABLE LAW**

- 2.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2.6.2** Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to



retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **2.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-8 – Contractor's EEO Certification*.

## **2.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **2.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

### **2.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall

receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In

either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **2.9 CONFLICT OF INTEREST**

**2.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**2.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **2.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/ OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **2.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **2.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **2.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **2.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **2.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **2.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the



Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes

supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **2.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **2.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **2.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**2.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**2.14.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **2.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**2.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**2.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **2.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**2.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**2.17.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **2.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 2.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **2.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **2.20 FORCE MAJEURE**

**2.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").



**2.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

**2.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **2.21 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **2.22 INDEPENDENT CONTRACTOR STATUS**

**2.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**2.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**2.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 1.6.3, Confidentiality.

## **2.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The

County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **2.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Department of Beaches and Harbors  
13483 Fiji Way, Trailer 3  
Marina del Rey, CA 90292  
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **2.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **2.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be

provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **2.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **2.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **2.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **2.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **2.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **2.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **2.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **2.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **2.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)



separation of insureds provision with no insured versus insured exclusions or limitations.

#### **2.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **2.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **2.25 INSURANCE COVERAGE**

**2.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**2.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**2.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee

leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**2.25.4 Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or relating to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **2.26 LIQUIDATED DAMAGES**

**2.26.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**2.26.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the

Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment B-1, Statement of Work* hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**2.26.3** The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**2.26.4** This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **2.27 MOST FAVORED PUBLIC ENTITTY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**2.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**2.28.2** The Contractor shall certify to, and comply with, the provisions of *Form P-8, Contractor's EEO Certification*.

**2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws

and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.

**2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**2.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **2.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

### **2.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **2.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### **2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice No.1015, Exhibit 5*.

### **2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.



## **2.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-17, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **2.36 PUBLIC RECORDS ACT**

**2.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**2.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## **2.37 PUBLICITY**

**2.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contractor Administrator. The County shall not unreasonably withhold written consent.

**2.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

## **2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**2.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**2.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**2.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **2.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **2.40 SUBCONTRACTING**

**2.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**2.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 2.40.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 2.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 2.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 2.40.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 2.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 2.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors**

**Administrative Services Division / Contracts Unit**

**13483 Fiji Way, Trailer 3**

**Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

**2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**2.43 TERMINATION FOR CONVENIENCE**

**2.43.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**2.43.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**2.43.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

## **2.44 TERMINATION FOR DEFAULT**

**2.44.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**2.44.2** In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue



the performance of this Contract to the extent not terminated under the provisions of this Section.

**2.44.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**2.44.4** If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.

**2.44.5** The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.45 TERMINATION FOR IMPROPER CONSIDERATION**

**2.45.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**2.45.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**2.45.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **2.46 TERMINATION FOR INSOLVENCY**

**2.46.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**2.46.2** The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.47 TERMINATION FOR NON-ADHERANCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## **2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **2.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **2.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.51 WARRANTY AGAINST CONTINGENT FEES**

**2.51.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**2.51.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **2.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**

**CONTRACT FOR**

**CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

**PART THREE - UNIQUE TERMS AND CONDITIONS**

**3.0 UNIQUE TERMS AND CONDITIONS**

**3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**3.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**3.1.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**3.1.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

**3.1.4** If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

### **3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 3.2.1** This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract Sum and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **3.3 EMPLOYEE CONFLICTS**

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. Contractor certifies that it has disclosed to the County any potential or actual conflicts of the type described in this Section 3.3 which existed as of the date hereof. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of



the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by said County and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

DUDEK

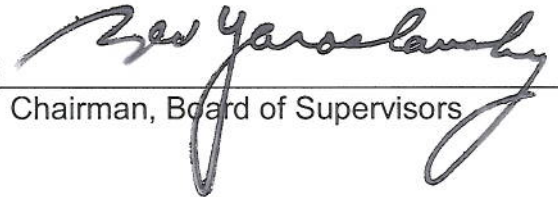
By



Dudek  
Frank Dudek  
President

COUNTY OF LOS ANGELES

By

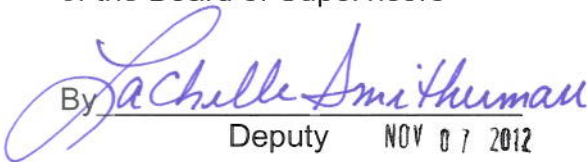


Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By



Deputy NOV 07 2012



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

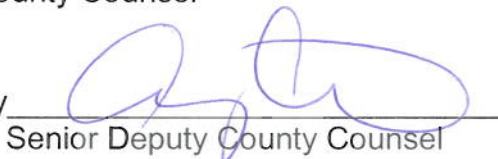


Deputy NOV 07 2012

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By



Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20

NOV 7 2012

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

09827

## 2 EXECUTIVE SUMMARY

Dudek offers the Los Angeles County (County) Department of Beaches and Harbors (Department) a **range of expertise and services to meet all contract needs**. We offer a complete toolkit and are a one-stop shop for combined environmental planning and coastal permitting expertise. One of our first goals will be to establish communication and coordination tools for Department staff to utilize throughout the project process. This involves:

- **Providing** Department staff with a dedicated email address for the project, guaranteeing responses within 24 hours
- **Reporting** progress to Department staff with regular updates, tracking, and meetings
- **Planning** ahead for local environmental groups' and California Coastal Commission (CCC) staff and commissioner project concerns, and providing creative solutions
- **Delivering** creative and attentive outreach for the public and stakeholder community
- **Collaborating** on internal reviews of environmental documents needed to support the coastal planning and development review process with relevant team members in real time
- **Communicating** frequently and effectively with Department staff throughout the process to avoid potential pitfalls on technical, legal, and procedural issues related to the coastal planning and development review process at both the local and state level.

Dudek is a **recognized expert in coastal planning and development permitting strategy**. Our work on high-profile public works projects in California's coastal zone has established the firm's leadership role in the specialized area of coastal environmental planning in preparing public work plans (PWP) and local coastal program (LCP) amendments for large regional projects, including the recently completed Malibu Parks Public Access Enhancement Plan for the Santa Monica Mountains and Mountains Recreation and Conservation Authority.

**Dudek's coastal planners have successfully prepared and processed** dozens of governmental and non-governmental development entitlements throughout coastal California, representing projects at CCC proceedings involving coastal development permits, coastal development permit appeals, LCP amendments, PWPs, and federal consistency reviews.

*"[Dudek assembled] a skilled team that, in staff's opinion, will expedite completion of the proposed scope of work and will help make environmental review of the project as efficient as possible."*

**San Diego Unified Port District  
Staff Recommendation  
Chula Vista Bayfront  
Master Plan EIR**

The Dudek team proposed for this coastal consulting contract is composed of **accessible, committed staff** who are ready to begin work. Dudek focuses on hiring and retaining the most qualified coastal planners and California Environmental Quality Act (CEQA) specialists. We take care of our professionals. As a result, we have low staff turnover and career longevity. We can deliver a team that will stay with this project.

Also key is our capability to work on **multiple complex coastal planning and permitting projects at the same time**. This will be a crucial component of the services required for the as-needed coastal consultant because the Department's environment is unique and balanced between a number of land use, maritime, recreational, sensitive habitat, visual resource, and public safety concerns. Our experience balancing these concerns to secure certification of LCPs and to gain coastal permitting compliance will help us analyze coastal resource and policy constraints to identify opportunities and produce successful LCP amendments and streamline permitting compliance requirements.

**CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES  
OFFER TO PERFORM / PRICE PROPOSAL**

**Proposer:** Name: Dudek  
Address: 605 Third Street  
Encinitas, CA 92024  
  
Phone: 760.942.5147 Fax: 760.632.0164

**To:** Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide Coastal Commission consultant services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other: \_\_\_\_\_

State of organization: California Principal place of business: California

Out of state vendor's authorized agent for service of process in California:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

April Winecki	Project Manager	805.963.0651
Name	Title	Phone

Frank Dudek	President	760.942.5147
Name	Title	Phone

Proposer's signature: \_\_\_\_\_

Date: August 21, 2012

Dave Carter	Chief Financial Officer	760.479.4277
Name	Title	Phone

## PRICE PROPOSAL

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in Coastal Commission Consultant Services during the term of the Contract, the annual compensation may vary from contract year to year. Coastal Commission Consultant Services will be compensated at the quoted hourly rates.
- The first column represents Proposer and/or Proposer's staff who will perform the duties stipulated in the Statement of Work.
- The next column, "Proposed Hourly Price (Cost to the County)", will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected hourly compensation for providing the services. This will also be used for increased or reduced services in those instances warranting a change in a Work Order when additional work is authorized by the Director. The County will not pay any overtime rate for this contract service.

### PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, material, subcontractors, equipment purchase/rental, permit fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly price identified below.

POSITION	PROPOSED HOURLY PRICE (COST TO COUNTY)
Principal Planning Consultant	\$ 210
Other:	\$
1. April Winecki, Senior Project Manager/Coastal Planner I	\$ 210
2. Jonathan Leech, Environmental Specialist/Planner VI	\$ 190
3. Alison Evans, Environmental Specialist/Coastal Planner IV	\$ 165
4. Jennifer Pace, Environmental Specialist/Coastal Planner II	\$ 145
5. David Carter, Principal Manager	\$ 200

### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Dudek \_\_\_\_\_ CA \_\_\_\_\_ 1980 \_\_\_\_\_  
Name State Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A \_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name County of Registration Year became DBA

N/A \_\_\_\_\_

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ if yes,

Name of parent firm: N/A \_\_\_\_\_

State of incorporation or registration of parent firm: N/A \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name Year of Name Change

Dudek & Associates \_\_\_\_\_ 2006 \_\_\_\_\_

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A \_\_\_\_\_

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.4 -- Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☒ **Yes** ☐ **No** Proposer and/or principal owners must have a minimum of five years' experience in consulting with public and private sector developers on CCC proceedings on Local Coastal Program Amendments and coastal permits.

☒ **Yes** ☐ **No** Proposer must demonstrate knowledge and experience with the CCC, including CCC's history, governing law, regulations, staff and rulings.

☒ **Yes** ☐ **No** Proposer must complete and return Forms P-1 - P-19.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Dudek

Address:

605 Third Street

Encinitas, California 92024

E-mail address: dcarter@dudek.com Telephone number: 760.942.5147

Fax number: 760.632.0164

On behalf of Dudek (Proposer's name), I Dave Carter  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's  
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Chief Financial Officer

Title

5-30-12  
Date

95-3873865

Internal Revenue Service  
Employer Identification Number

C1210012

California Business License Number

13763601

County WebVen Number



## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

**Contractor's Name:** Dudek (please see attached sheets for public contracts in last 3 years)

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.



2009 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
City of Coachella	1515 Sixth Street Coachella, CA 92236	Frank Crain, H.	760-398-5744	760-398-1630	4031	Engineering Plan Check Services	\$ 175,667	12/15/2003	1/29/2010
City of Coachella	1515 Sixth Street Coachella, CA 92236	Bliss, Liza			5687	Avenue 54 Wastewater Construction Manage	\$ 572,000	8/14/2007	2/17/2009
City of Coachella	1515 Sixth Street Coachella, CA 92236	Bliss, Liza			5756	Avenue 54 Sewer Design	\$ 268,640	8/9/2007	3/23/2010
City of Coachella	1515 Sixth Street Coachella, CA 92236	Bliss, Liza			6263	Hydraulic Analysis and Facility String S	\$ 14,960	12/3/2008	3/16/2009
City of Coachella	1515 Sixth Street Coachella, CA 92236				6543	NPDES Permit Renewal/Waste Discharge Req	\$ 13,975	12/16/2009	6/3/2010
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Moquin, Jason	951-736-2268		5327	Rancho de Paseo Valencia EIR	\$ 112,165	3/2/2009	5/13/2011
City of Culver City	9770 Culver Boulevard Culver City, CA 90232-0507	Harberison, Charles	310-253-5600	310-253-5626	6163	Sewer Rehabilitation	\$ 559,470	8/12/2008	9/8/2010
City of Dana Point	33282 Golden Lantern Dana Point, CA 92629	Nelson, Kurth	949-248-3572		5962	Ritz-Carlton	\$ 35,223	2/14/2008	9/3/2010
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92014-2698	Schoner, David	858-755-9313	858-481-0254	5864	Fats, Oils, and Grease Program	\$ 49,517	11/13/2007	
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0001	Corrosion Engineering	\$ 58,389		
City of Desert Hot Springs	65-950 Pierson Blvd. Desert Hot Springs, CA 92240	Hoy, Jonathan	760-329-6411	760-251-6857	6031	Essential Transportation Infrastructure	\$ 116,985	4/16/2008	10/27/2009
City of Desert Hot Springs	65950 Pierson Blvd. Desert Hot Springs, CA 92240	Acosta, Rudy	760-329-6411		6328	Amendment to the Coachella Valley MSHCP	\$ 377,451	3/3/2009	
City of El Centro	307 West Brighton Ave. El Centro, CA 92243	Hines, Randy			5368	El Centro As-Needed Contract	\$ 609,145	10/23/2006	
City of El Centro	307 W. Brighton Avenue El Centro, CA 92243	Hines, Randy			5949	Various Sewer Pipeline Projects	\$ 448,997	2/1/2008	
City of Encinitas	505 South Vulcan Ave Encinitas, CA 92024-3633	Vila, Christy	760-633-2862		4420	El Camino Real Channel Maintenance Flood	\$ 210,420	11/10/2004	
City of Encinitas	505 S. Vulcan Avenue Encinitas, CA 92024	Vurbell, Scott	760-633-2692	760-633-2818	4706	Oceanview Estates Project	\$ 89,813	6/2/2005	3/1/2009
City of Encinitas	505 S. Vulcan Avenue Encinitas, CA 92024	Vurbell, Scott	760-633-2692	760-633-2818	5321	Scripps Memorial Hospital Encinitas Mast	\$ 214,070	8/30/2006	8/21/2009
City of Encinitas	505 S. Vulcan Avenue Encinitas, CA 92024	Vurbell, Scott	760-633-2692	760-633-2818	5336	Fritz Tentative Maps EIR	\$ 106,111	9/13/2006	3/20/2009
City of Encinitas	505 S. Vulcan Avenue Encinitas, CA 92024	Shiekis, Greg	760-633-2778		5644	2007 Cottonwood Creek Emergency	\$ 8,100	5/13/2007	3/6/2009
City of Encinitas	505 South Vulcan Avenue Encinitas, CA 92024	Vila, Christy	760-633-2862		5942-1	Lone Jack Road Channel Maintenance Flood	\$ 32,000	10/22/2009	
City of Encinitas	505 South Vulcan Avenue Encinitas, CA 92024	Hefner, Kipp	760-633-2775	760-633-2818	6323	Olivenhain SPS Design Review	\$ 38,996	3/2/2009	4/26/2010
City of Encinitas	505 South Vulcan Ave Encinitas, CA 92024-3633	Steenblock, Erik	760-943-2108	760-633-2818	6334	Maintenance of Drainage Channels and Flo	\$ 200,000	3/9/2009	
City of Escondido	201 North Broadway Escondido, CA 92025	Marc-Aurele, Anne	760-839-4034		5271	City of Escondido As-Needed Contract	\$ 99,430	7/25/2006	2/6/2009
City of Escondido	201 North Broadway Escondido, CA 92025	Zaino, Robert			5986	Police Firing Range Biology Survey	\$ 41,300	3/6/2008	10/23/2009
City of Fontana	8353 Sierra Avenue Fontana, CA 92335	Thomas, Candace			5771	Fontana Senior Community Center	\$ 1,215,005	8/16/2007	1/4/2011
City of Fontana	8353 Sierra Avenue Fontana, CA 92335	Thomas, Candace			6124	Valencia Library Remodel	\$ 145,655	7/8/2008	12/18/2009
City of Goleta	130 Cremona Drive, Suite B Goleta, CA 93117	Miller, Patricia	805-861-7500	805-685-2635	5980	Haskell's Landing	\$ 150,000	2/27/2008	4/5/2011
City of Goleta	130 Cremona Drive, Suite B Goleta, CA 93117	Miller, Patricia	805-861-7500	805-685-2635	6033	Bacara Resort & Spa Completion Phase	\$ 643,942	4/21/2008	7/19/2010
City of Goleta	130 Cremona Drive, Suite B Goleta, CA 93117	Miller, Patricia	805-861-7500	805-685-2635	6422	Bacara Resort & Spa Completion Phase EIR	\$ 304,391	7/1/2009	7/7/2010
City of Guadalupe	918 Obispo Street Guadalupe, CA 93401	Delzeit, R. Dennis			6448	Grant Administration & Processing Servic	\$ 28,810	8/12/2009	
City of Guadalupe	918 Obispo Street Guadalupe, CA 93401	Delzeit, R. Dennis			6471	RFP Preparation	\$ 1,500	9/15/2009	11/4/2009
City of Hercules	111 Civic Drive Hercules, CA 94547	Biancador, Erwin	510-799-8242		5754	Hercules Sewer Master Plan	\$ 259,060	8/8/2007	1/13/2010
City of Huntington Beach	2000 Main Street Huntington Beach, CA 92648	Dale, Joseph	714-538-5615		6112	As-Needed Construction Management	\$ 3,022,000	1/5/2009	
City of Indio	PO Box 1788 Indio, CA 92202				6330	Update Water System SOP	\$ 5,530	3/4/2009	11/12/2009
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Byers, Keith	949-724-7621		6052	City of Irvine Urban Forestry 2008-2009	\$ 73,900	4/29/2008	5/26/2009
City of Irvine	P.O. Box 19575 Irvine, CA 92623-9575	Mowry, Kurt			6349	Orange County Great Park	\$ 1,167,670	3/30/2009	
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Byers, Keith	949-724-7621		6392	Tree Inventory/Assessment 2009/2010	\$ 50,000	5/20/2009	7/27/2010
City of La Mesa	8130 Allison Avenue La Mesa, CA 91941	Chopyk, Bill	619-667-1187		6393	Park Station Specific Plan EIR	\$ 232,093	5/21/2009	
City of La Quinta	78494 Calle Tampico La Quinta, CA 92253	Nickerson, Nick			5910	Avenue 58 & Eisenhower Drive Street Reha	\$ 131,340	12/14/2007	12/18/2009
City of La Quinta	Public Works Department 78-495 Calle Tampico La Quinta, CA	Colarossi, Tony			6490	Pioneer Park - Project 2009-09	\$ 49,595	10/13/2009	10/25/2010
City of La Quinta	Public Works Department 78-495 Calle Tampico La Quinta, CA	Colarossi, Tony			6537	Village Area Sidewalk Infill Improvement	\$ 21,225	12/4/2009	10/25/2010
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651	Shasler, David	949-497-0328		6273	North Coast Interceptor Transmission For	\$ 198,100	7/27/2006	3/30/2009
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651				6045	Sewage Lift Station Design	\$ 248,400	4/23/2008	4/22/2010
City of Laguna Beach	Fire Department 505 Forest Avenue Laguna Beach, CA 92651				6216	Laguna Beach Fire Department	\$ 5,000	10/9/2008	4/20/2009



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City of La Mesa	8130 Allison Avenue La Mesa, CA 91941	Chopyk, Bill	619-867-1187		6393	Park Station Specific Plan EIR	\$ 232,093	5/21/2009	
City of La Quinta	78494 Calle Tampico La Quinta, CA 92253	Nickerson, Nick			5910	Avenue 58 & Eisenhower Drive Street Reha	\$ 131,340	12/14/2007	12/18/2009
City of La Quinta	Public Works Department 78-495 Calle Tampico La Quinta, CA	Colarossi, Tony			6490	Pioneer Park - Project 2009-09	\$ 49,595	10/13/2009	10/25/2010
City of La Quinta	Public Works Department 78-495 Calle Tampico La Quinta, CA	Colarossi, Tony			6537	Village Area Sidewalk Infill Improvement	\$ 21,225	12/4/2009	10/25/2010
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651	Shiesler, David	949-497-0328		5273	North Coast Interceptor Transmission For	\$ 198,100	7/27/2006	3/30/2009
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651				6045	Sewage Lift Station Design	\$ 248,400	4/23/2008	4/22/2010
City of Laguna Beach	Fire Department 505 Forest Avenue Laguna Beach, CA 92651				6216	Laguna Beach Fire Department	\$ 5,000	10/9/2008	4/20/2009



2009 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651	Shissler, David	949-497-0328		6233	Main Beach Sewage Pump Station Rehabilit	\$ 10,000	10/31/2008	12/29/2008
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651				6308	Bluebird SPS Technical Services during C	\$ 144,300	2/10/2009	2/7/2011
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651	Brown, Wade	949-497-0360	949-497-0771	6333	Main Beach Sewer Lift Station Design P	\$ 121,415	3/3/2009	2/24/2012
City of Mission Viejo	200 Civic Center Mission Viejo, CA 92691	Ames, Joe	949-470-8419		6633	Oso Creek Restoration	\$ 79,785	11/30/2009	
City of Moreno Valley	P.O. Box 88005 Moreno Valley, CA 92552-0805	Finance Department, Finance Department			6089	On-Call Environmental Document Services	\$ 4,990	5/14/2008	4/13/2009
City of Newport Beach	Fire Department 3300 Newport Blvd. P.O. Box 1768 Newport Beach, CA 92658-8915	Bunting, Steve	949-644-6103	949-644-3120	5417	Newport Beach Fire Department	\$ 44,460	11/15/2006	8/31/2009
City of Newport Beach	3300 Newport Boulevard Newport Beach, CA 92658	Stein, Robert	949-644-3322	949-644-3318	5791	Assistance with Central Orange County In	\$ 242,210	9/6/2007	3/30/2009
City of Newport Beach	3300 Newport Boulevard Newport Beach, CA 92683	Tran, Andy	949-644-3311	949-644-3318	6110	Bay Crossing Water Transmission Main Stu	\$ 47,750	6/25/2008	3/7/2011
City of Oceanside	Engineering Division 300 North Coast Highway Oceanside, CA	Kellison, Gary	760-435-3065		5907	El Comazon Senior Center	\$ 474,924	12/13/2007	10/22/2009
City of Oceanside	Engineering Division 300 North Coast Highway Oceanside, CA	Vasquez, Ed	760-435-5108		6277	1617 Mission Avenue Remodel	\$ 158,431	12/18/2008	
City of Oceanside	300 North Coast Hwy Oceanside, CA 92054	Amberson, John	760-435-5091		6320	College Blvd. Bridge Widening Project	\$ 228,234	2/20/2009	3/18/2010
City of Pasadena	Parks & Natural Resources Division 100 N. Garfield, 3rd Floor	Larvega, Rosa	626-744-3883	626-744-3932	6350	Hahamongna Watershed Park	\$ 65,000	3/31/2009	10/29/2010
City of Pinole	2131 Pear Street, 1st Floor Pinole, CA 94564-1774	Allison, Dean	510-724-9010	510-724-4921	5371	Pinole Sewer Master Plan	\$ 236,660	10/10/2006	4/13/2009
City of Placentia	401 E. Chapman Avenue Placentia, CA 92870	Muth, Andrew	714-993-8231		5013	As-Needed Engineering Project	\$ 73,473	1/31/2006	
City of Poway	13325 Civic Center Drive Poway, CA 92074	Howard, Tom	858-668-4750	858-668-1230	6065	Easement Research for the Green Valley S	\$ 19,880	6/3/2008	5/29/2009
City of Poway	14467 Lake Poway Road Poway, CA 92064	Howard, Tom	858-668-4750	858-668-1230	6365	Fire Hydrant Easement Acquisition for th	\$ 23,200	4/17/2009	11/26/2010
City of Poway	13325 Civic Center Drive Poway, CA 92074	Gravel, Pam			6615	As-Needed Inspections	\$ 104,185	4/7/2010	
City of Rancho Palos Verdes	30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Dragoo, Ron			6176	Rancho Palos Verdes - Sewer Master Plan	\$ 107,778	8/25/2008	10/8/2009
City of Riverside	3936 Chestnut Street Riverside, CA 92501	Emery, Andrew	951-826-2021		5292	Arlington Park Daycare Facility MND	\$ 53,975	1/19/2009	12/14/2009
City of San Clemente	390 Avenida Pico, Bldg. A San Clemente, CA 92672	Reed, Dennis	949-361-8278	949-361-8340	5257	Cabrillo Peppers	\$ 8,550	7/17/2006	1/4/2010
City of San Clemente	390 Avenida Pico, Bldg. A San Clemente, CA 92672	Reed, Dennis	949-361-8278	949-361-8340	5425	Linda Lane Park	\$ 1,450	7/9/2009	9/1/2009
City of San Clemente	390 Avenida Pico, Bldg. A San Clemente, CA 92672	Reed, Dennis	949-361-8278	949-361-8340	5443	Bonito Canyon Park	\$ 4,380	8/3/2009	10/16/2009
City of San Diego	600 B Street, MS 908A San Diego, CA 92101	DeAngelis, Jeanette	619-533-3712	858-292-6310	2304	Old Mission Dam Maintenance Dredging	\$ 128,286		12/31/2010
City of San Diego	9370 Chesapeake Drive, Suite 100 MS 1900 San Diego, CA	Buelna, Martha	858-541-4309	858-541-4350	4473	Emergency Storm Drain Channel Maintenance	\$ 806,620	12/20/2004	8/19/2011
City of San Diego	202 C Street, MS #35 San Diego, CA 92101	Jacob, Paul	619-235-5242		4696	Sunset Cliffs Natural Park Drainage Proj	\$ 249,933	5/23/2005	
City of San Diego	Engineering and Capital Projects Department 600 B Street, Suite	Gulise, Jason	619-533-3796	619-533-4474	5066	San Diego River Improvement	\$ 109,755	3/8/2006	
City of San Diego	600 B Street, Suite 600 MS 906 San Diego, CA 92101	McGinnis, Nicole	619-533-4101	619-533-5325	5875	As-Needed Environmental Services	\$ 250,000	11/26/2007	
City of San Diego	600 B Street, Suite 908A San Diego, CA 92101	Aberre, Nilsuh	(619)533-3894	(619)533-3112	5876	Carmel Valley Road Monitoring and Mainte	\$ 156,310	11/26/2007	
City of San Diego	1200 Third Avenue, Suite 1620 San Diego, CA 92101-4106	Welch, R. Clay			6029	Former Rowland Leasehold-Brown Field	\$ 19,799	4/15/2008	6/8/2009
City of San Diego	1250 Sixth Avenue, 4th Fl, MS 804 San Diego, CA 92101	Ngai, Curt	619-685-1367	619-685-1362	6116	First San Diego River Improvement	\$ 24,999	6/30/2008	2/11/2009
City of San Jacinto	595 S. San Jacinto Avenue San Jacinto, CA 92583	Hults, Tim	951-654-7337	951-654-3728	4307	Villages of San Jacinto EIR Project	\$ 191,080	8/20/2004	4/2/2009
City of San Jacinto	595 S. San Jacinto Avenue San Jacinto, CA 92583				6246	Villages of San Jacinto	\$ 154,257	11/17/2008	3/8/2010
City of San Jacinto	595 S. San Jacinto Ave. San Jacinto, CA 92583	Hartel, Asher	951-487-7330	951-487-6779	6294	Gateway Corporate Center MND & Technical	\$ 8,230	3/19/2009	6/1/2009
City of San Juan Capistrano	32400 Paseo Adelanto San Juan Capistrano, CA 92675	Ramsey, Bill	949-443-6334	949-661-5451	6156	Native Habitat Mapping	\$ 29,140	8/11/2008	4/28/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			2286	San Marcos Creek	\$ 1,237,667		
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			4812	San Marcos Sub Area Plan Project	\$ 5,000	9/6/2005	7/20/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069	Vandrew-Rodriguez, Susan	760-744-1050		5635	High Tech High & High Tech Middle School	\$ 7,160	5/7/2007	9/11/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			6206	Wetlands Delineation & Biology Survey	\$ 97,730	10/1/2008	
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			6300	Twin Oaks Valley Road	\$ 831,610	1/28/2009	
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069	Cook, Richard	760-744-1050		6304	As-Needed Inspections	\$ 29,520	2/3/2009	4/13/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069	Chafe, Jim	760-744-1050		6319	As-Needed Construction Management & Insp	\$ 600,000	2/19/2009	
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Vandrew-Rodriguez, Susan	760-744-1050		6502	Discovery Street Wetland Mitigation Prog	\$ 51,000	10/22/2009	
City of Seal Beach	211 Eighth Street Seal Beach, CA 90740	Ho, Michael	562-431-2527		6551	Gas Station and PRP Investigations	\$ 274,930	1/8/2010	



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Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651	Shissler, David	949-497-0328		6233	Main Beach Sewage Pump Station Rehabil	\$ 10,000	10/31/2008	12/29/2008
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651				6306	Bluebird SPS Technical Services during C	\$ 144,300	2/10/2009	2/7/2011
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651	Brown, Wade	949-497-0360	949-497-0771	6333	Main Beach Sewer Lift Station Design P	\$ 121,415	3/3/2009	2/24/2012
City of Mission Viejo	200 Civic Center Mission Viejo, CA 92691	Ames, Joe	949-470-8419		6533	Oso Creek Restoration	\$ 79,785	11/30/2009	
City of Moreno Valley	P.O. Box 88005 Moreno Valley, CA 92552-0805	Finance Department, Finance Department			6069	On-Call Environmental Document Services	\$ 4,990	5/14/2008	4/13/2009
City of Newport Beach	Fire Department 3300 Newport Blvd. P.O. Box 1768 Newport Beach, CA 92658-8915	Bunting, Steve	949-644-6103	949-644-3120	5417	Newport Beach Fire Department	\$ 44,460	11/15/2006	8/31/2009
City of Newport Beach	3300 Newport Boulevard Newport Beach, CA 92658	Stein, Robert	949-644-3322	949-644-3318	5791	Assistance with Central Orange County In	\$ 242,210	9/6/2007	3/30/2009
City of Newport Beach	3300 Newport Boulevard Newport Beach, CA 92663	Tran, Andy	949-644-3311	949-644-3318	6110	Bay Crossing Water Transmission Main Stu	\$ 47,750	6/26/2008	3/7/2011
City of Oceanside	Engineering Division 300 North Coast Highway Oceanside, CA	Kelison, Gary	760-435-3065		5907	El Cerrazon Senior Center	\$ 474,924	12/13/2007	10/22/2009
City of Oceanside	Engineering Division 300 North Coast Highway Oceanside, CA	Vasquez, Ed	760-435-5108		6277	1617 Mission Avenue Remodel	\$ 158,431	12/18/2008	
City of Oceanside	300 North Coast Hwy Oceanside, CA 92054	Amberson, John	760-435-5091		6320	College Blvd. Bridge Widening Project	\$ 228,234	2/20/2009	3/18/2010
City of Pasadena	Parks & Natural Resources Division 100 N. Garfield, 3rd Floor	Lavaaga, Rosa	626-744-3883	626-744-3932	6350	Hahamongna Watershed Park	\$ 65,000	3/31/2009	10/29/2010
City of Pinole	2131 Pear Street, 1st Floor Pinole, CA 94564-1774	Allison, Dean	510-724-9010	510-724-4921	5371	Pinole Sewer Master Plan	\$ 236,660	10/10/2008	4/13/2009
City of Placentia	401 E. Chapman Avenue Placentia, CA 92870	Muth, Andrew	714-993-8231		5013	As-Needed Engineering Project	\$ 73,473	1/31/2006	
City of Poway	13325 Civic Center Drive Poway, CA 92074	Howard, Tom	858-668-4750	858-668-1230	6085	Easement Research for the Green Valley S	\$ 19,880	6/3/2008	5/29/2009
City of Poway	14467 Lake Poway Road Poway, CA 92064	Howard, Tom	858-668-4750	858-668-1230	6385	Fire Hydrant Easement Acquisition for th	\$ 23,200	4/17/2009	11/26/2010
City of Poway	13325 Civic Center Drive Poway, CA 92074	Gravel, Pam			6615	As-Needed Inspections	\$ 104,185	4/7/2010	
City of Rancho Palos Verdes	30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Dragoo, Ron			6176	Rancho Palos Verdes - Sewer Master Plan	\$ 107,778	8/25/2008	10/8/2009
City of Riverside	3936 Chestnut Street Riverside, CA 92501	Emery, Andrew	951-826-2021		6292	Arlington Park Daycare Facility MND	\$ 53,975	1/19/2009	12/14/2009
City of San Clemente	390 Avenida Pico, Bldg. A San Clemente, CA 92672	Reed, Dennis	949-361-8278	949-361-8340	5257	Cabrillo Peppers	\$ 8,550	7/17/2008	1/4/2010
City of San Clemente	390 Avenida Pico, Bldg. A San Clemente, CA 92672	Reed, Dennis	949-361-8278	949-361-8340	6425	Linda Lane Park	\$ 1,450	7/9/2009	9/1/2009
City of San Clemente	390 Avenida Pico, Bldg. A San Clemente, CA 92672	Reed, Dennis	949-361-8278	949-361-8340	6443	Bonito Canyon Park	\$ 4,380	8/3/2009	10/16/2009
City of San Diego	600 B Street, MS 908A San Diego, CA 92101	DeAngelis, Jeanette	619-533-3712	858-292-6310	2304	Old Mission Dam Maintenance Dredging	\$ 128,286		12/31/2010
City of San Diego	9370 Chesapeake Drive, Suite 100 MS 1900 San Diego, CA	Buelna, Martha	858-541-4309	858-541-4350	4473	Emergency Storm Drain Channel Maintenance	\$ 806,620	12/20/2004	8/19/2011
City of San Diego	202 C Street, MS #35 San Diego, CA 92101	Jacob, Paul	619-235-5242		4696	Sunset Cliffs Natural Park Drainage Proj	\$ 249,933	5/23/2005	
City of San Diego	Engineering and Capital Projects Department 600 B Street, Suite	Gulise, Jason	619-533-3796	619-533-4474	5066	San Diego River Improvement	\$ 109,755	3/8/2006	
City of San Diego	600 B Street, Suite 600 MS 906 San Diego, CA 92101	McGinnis, Nicole	619-533-4101	619-533-5325	5875	As-Needed Environmental Services	\$ 250,000	11/26/2007	
City of San Diego	600 B Street, Suite 908A San Diego, CA 92101	Aberna, Nitsuh	(619)533-3894	(619)533-3112	5876	Carmel Valley Road Monitoring and Mainte	\$ 159,310	11/26/2007	
City of San Diego	1200 Third Avenue, Suite 1620 San Diego, CA 92101-4106	Welch, R. Clay			6029	Former Rowland Leasehold-Brown Field	\$ 19,799	4/15/2008	6/8/2009
City of San Diego	1260 Sixth Avenue, 4th Fl, MS 804 San Diego, CA 92101	Ngai, Curt	619-685-1367	619-685-1362	6116	First San Diego River Improvement	\$ 24,999	6/30/2008	2/11/2009
City of San Jacinto	595 S. San Jacinto Avenue San Jacinto, CA 92583	Hults, Tim	951-654-7337	951-654-3728	4307	Villages of San Jacinto EIR Project	\$ 191,080	8/20/2004	4/2/2009
City of San Jacinto	595 S. San Jacinto Avenue San Jacinto, CA 92583				6245	Villages of San Jacinto	\$ 154,257	11/17/2008	3/8/2010
City of San Jacinto	595 S. San Jacinto Ave. San Jacinto, CA 92583	Hartel, Asher	951-487-7330	951-487-6779	6294	Gateway Corporate Center MND & Technical	\$ 8,230	3/19/2009	6/1/2009
City of San Juan Capistrano	32400 Paseo Adelanto San Juan Capistrano, CA 92675	Ramsey, Bill	949-443-6334	949-661-5451	6158	Native Habitat Mapping	\$ 29,140	8/11/2008	4/28/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			2286	San Marcos Creek	\$ 1,237,667		
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			4812	San Marcos Sub Area Plan Project	\$ 5,000	9/6/2005	7/20/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069	Vandrew-Rodriguez, Susan	760-744-1050		5635	High Tech High & High Tech Middle School	\$ 7,160	5/7/2007	9/11/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			6200	Wetlands Delineation & Biology Survey	\$ 97,730	10/1/2008	
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Backoff, Jerry			5300	Twin Oaks Valley Road	\$ 831,610	1/28/2009	
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069	Cook, Richard	760-744-1050		6304	As-Needed Inspections	\$ 29,520	2/3/2009	4/13/2009
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069	Chafe, Jim	760-744-1050		6319	As-Needed Construction Management & Insp	\$ 600,000	2/19/2009	
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Vandrew-Rodriguez, Susan	760-744-1050		6502	Discovery Street Wetland Mitigation Prog	\$ 51,000	10/22/2009	
City of Seal Beach	211 Eighth Street Seal Beach, CA 90740	Ho, Michael	562-431-2527		6551	Gas Station and PRP Investigations	\$ 274,930	1/6/2010	



2009 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
Granada Sanitary District	P.O. Box 335 El Granada, CA 94018	Comito, Della	650-726-7083	650-726-7099	3392.0005	Granada Sanitary District Project	\$ 605,100		
Idyllwild Water District	P.O. Box 397 Idyllwild, CA 92549	Lyons, Terry	951-859-2143		6207	Initial Assistance with Recycled Water P	\$ 10,030	10/2/2008	2/26/2009
Indio Water Authority	83-101 Avenue 45 Indio, CA 92201	Lewis, Gary			8175	Water System Master Plan - As Needed Mai	\$ 30,000	8/25/2008	4/6/2009
Inland Empire Utilities Agency	6075 Kimball Avenue, Building A Chino, CA 91710	Wall, Dave	909-993-1620	909-993-1983	6204	Whispering Lakes Pump Station Condition	\$ 24,990	9/30/2008	5/18/2009
Inland Empire Utilities Agency	P.O. Box 9020 Chino Hills, CA 91709	Delzer, Harlan	909-993-1707	909-597-8875	6338	Ontario Cares	\$ 4,605	3/11/2009	2/22/2010
Irvine Ranch Conservancy	4727 Portola Parkway Irvine, CA 92602-1300	Burger, Jutta	714-508-4765	714-508-4758	5982	Buck Gully Habitat Management	\$ 63,425	2/27/2008	7/13/2009
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Hoolihan, Michael	(949)453-5300	(949)453-0228	5446	On-Call Sewer System Modeling Assistance	\$ 30,000	12/12/2006	12/22/2009
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Tobin, Ann	949-453-5603		5856	IRWD Peters Canyon/Siphon Reservoir Inte	\$ 263,065	11/6/2007	10/30/2009
Irvine Ranch Water District	15600 San Canyon Road Irvine, CA 92619	McNulty, Amy	949-453-5634	949-453-0228	8317	IRWD Interactive, On-Line Landscape Wate	\$ 21,590	2/17/2009	5/4/2010
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Hoolihan, Michael	(949)453-5300	(949)453-0228	6447	Lake Forest Area SAMP Project # 11246	\$ 215,280	8/18/2009	12/8/2010
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Akiyoshi, Eric	949-453-5552	949-453-5300	6515	Peters Canyon/Siphon Reservoir Intergrat	\$ 231,888	11/4/2009	
Joshua Basin Water District	PO Box 675 Joshua Tree, CA 92252	Guzzetta, Joe	760-366-8438	760-366-9528	6079	Joshua Basin	\$ 279,606	5/23/2008	
Joshua Basin Water District	PO Box 675 Joshua Tree, CA 92252	Guzzetta, Joe	760-366-8438	760-366-9528	6079.0001	JBWD General District Engineering	\$ 418,557		
Las Virgenes Municipal Water District	4232 Las Virgenes Road Calabasas, CA 91302	Accounts Payable, -			5779	24" Recycled Water Pipeline from Tapia I	\$ 474,196	8/28/2007	5/16/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401	General Engineering	\$ 2,896,752	6/28/2007	7/26/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			275	LEE LAKE WATER DISTRICT	\$ 7,583,086		
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			3190	Lee Lake Water District	\$ 1,580,754	11/8/2007	9/17/2009
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	5447	Sewer System Management Plan Audit	\$ 47,285	12/12/2006	8/17/2009
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			5717	Lee Lake Water District Plan Checking	\$ 15,413	7/11/2007	6/22/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			5888	200 Gallon Pump Station	\$ 35,120	12/4/2007	8/17/2009
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6379	1.5 MG Reclaimed Water Reservoir ND	\$ 32,310	4/30/2009	11/25/2009
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6510	Clay Canyon Pipeline	\$ 33,550	11/2/2009	5/26/2010
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009				3251.0100	Grading Plan Checks	\$ 37,868		5/15/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252	Leucadia Wastewater District	\$ 697,663	11/2/2001	12/21/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0543	La Costa Resort & Spa Plan Check	\$ 60,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0593	La Costa Towne Square Plan Check	\$ 6,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0596	Astor Gardens	\$ 7,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0648	Sheridan Road 04-065	\$ 10,085		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0669	Leucadia Grove Project	\$ 10,800		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0697	La Costa Greens 1.16 CT 05-05	\$ 29,595		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0699	Plan Checking Fees - Hymettus Project	\$ 45,500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0705	Bella Vista Remainder Parcel	\$ 1,500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0706	Phillips Property	\$ 3,500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0708	Eaton Beach Estates	\$ 2,300		7/29/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0714	Ross Subdivision - Plan Checking	\$ 1,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0759	Cabo Grill / Right of Way	\$ 2,500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0761	Arenal Road	\$ 2,300		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Raynaga, Frank	760-753-0155	760-753-3099	3252.0770	1965 Vulcan Avenue	\$ 1,000	10/6/2008	2/27/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0777	1967 N. Vulcan Avenue	\$ 600		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0786	Garcia's Restaurant	\$ 1,300		
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0790	Naked Cafe	\$ 1,000		12/31/2011



2009 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252-0791	Target	\$ 2,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252-0792	1521 Neptune Avenue	\$ 500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Morishita, Robin	760-753-0155	760-753-3094	4287	North Green Valley Interceptor Project	\$ 54,075	8/10/2004	5/3/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	4407	As Needed Engineering	\$ 718,120	11/3/2004	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Morishita, Robin	760-753-0155	760-753-3094	5561	Construction Management Services	\$ 1,202,134	3/21/2007	7/14/2010
Metropolitan Waste Water Department	9192 Topaz Way San Diego, CA 92123				4657	As Needed Biological Services for 2005-2	\$ 853,794	4/26/2005	6/8/2009
Metropolitan Water District of Southern	P.O. Box 54153 Los Angeles, CA 90054-0153	Accounts Payable, -	213-217-6516	213-217-7159	4773	Environmental Mitigation Monitoring Serv	\$ 1,000,000	8/1/2005	8/4/2010
Metropolitan Water District of Southern	P.O. Box 54153 Los Angeles, CA 90054-0153	Cotton, Denise			5785	Landscape Expert Technical Advisor Servi	\$ 205,812	8/30/2007	5/18/2009
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677-3489	Collings, Matt			5921	Eastern Transmission Line Replacement	\$ 80,688	1/2/2008	12/14/2009
Mountain View School District	3320 Gilman Road El Monte, CA 91732	Thomas, Steve	626-652-4054	626-652-4052	6381	MVSD Pre-Demolition Survey	\$ 7,730	5/4/2009	7/6/2009
Mountains Recreation & Conservation Auth	570 West Avenue 26, Suite 100 Los Angeles, CA 90065	Collins, Laurie	213-221-8900		4835	Malibu Parks LCPA / PWP	\$ 2,133,351	9/21/2005	
Mountains Recreation & Conservation Auth	570 West Avenue 26, Suite 100 Los Angeles, CA 90065	Collins, Laurie	213-221-8900		5629	King Gillette Ranch	\$ 130,000	5/7/2007	8/2/2010
Mountains Recreation & Conservation Auth	570 West Avenue 26, Suite 100 Los Angeles, CA 90065	Collins, Laurie	213-221-8900		5846	Temescal Gateway Park	\$ 85,000	5/15/2007	6/15/2009
Municipal Water District of Orange County	P.O. Box 20895 Fountain Valley, CA 92708-0895	Hunt, Kevin	714-963-3058	714-964-9389	6143	West OC Recycled Water Project, Phase I	\$ 19,320	7/29/2008	4/3/2009
Municipal Water District of Orange County	P.O. Box 20895 Fountain Valley, CA 92708-0895	Berg, Joe			6414	Model Water Efficiency Ordinance	\$ 25,000	6/22/2009	11/18/2009
North County Transit District	810 Mission Avenue Oceanside, CA 92054	Accounts Payable, Accounts Payable			5852	NCTD Oceanside-Escondido Rail Project-Sp	\$ 521,030	5/23/2007	
Ojai Valley Sanitary District	1072 Tico Road Ojai, CA 93023	Sheets, Ron	805-646-5066	805-640-0842	6354	Sewer System Management Plan (SSMP)	\$ 14,000	4/6/2009	8/19/2009
Orange County Nursery, Inc.	5485 Grimes Canyon Road Moorpark, CA 93021	Veyna, Robert	805-517-1194		6389	Liquidation Tree Appraisal Update	\$ 12,700	5/18/2009	3/11/2010
Orange County Sanitation District	10844 Ellis Avenue Fountain Valley, CA 92708-7018				4249	As-needed Contract -OCSD	\$ 191,899	7/8/2004	6/11/2009
Orange County Sanitation District	10844 Ellis Avenue Fountain Valley, CA 92708-7018				4249.0006	As-needed Contract -OCSD	\$ 85,150	7/8/2004	
Orange County Sanitation District					4419	Rehabilitation of District Siphons, Cont	\$ 1,519,694	11/10/2004	1/6/2010
Orange County Sanitation District	10844 Ellis Avenue Fountain Valley, CA 92708-7018	Pilko, Victoria			5743	OCSD SOP Development	\$ 169,290	8/2/2007	10/30/2009
Orange County Sanitation District	P.O. Box 8127 Fountain Valley, CA 92728-8127	Choi, Jason	714-593-7897		5855	Potable Water Assessment at Plant No. 1	\$ 218,200	11/5/2007	3/26/2010
Orange County Sanitation District	10844 Ellis Avenue Fountain Valley, CA 92708-7018				5867	Bayside Drive Improvement Contract No.	\$ 765,104	11/13/2007	12/1/2009
Orange County Sanitation District	10844 Ellis Avenue Fountain Valley, CA 92708-7018	Accounts Payable, Accounts Payable	503-796-7000	503-796-6902	6466	Bayside Drive Improvements, Contract No.	\$ 299,562	9/3/2009	2/3/2011
Padre Dam Municipal Water District	P.O. Box 719003 Santee, CA 92072-9003	Accounts Payable, Accounts	503-796-7000	503-796-6902	5732	As-Needed Environmental	\$ 321,976	7/24/2007	8/28/2009
Padre Dam Municipal Water District	P.O. Box 719003 Santee, CA 92072-9003	Lau, Ai	619-448-3111	619-258-4748	5925	Arnold Way Pump Station #4	\$ 2,900	1/3/2008	5/19/2009
Padre Dam Municipal Water District	P.O. Box 719003 Santee, CA 92072-9003	Sandvik, Arne	619-258-4643		6359	Water Recycling Facility Expansion Proje	\$ 154,940	4/6/2008	11/30/2009
Port of San Diego	3165 Pacific Highway San Diego, CA 92101	Helmer, John			5703	Chula Vista Bayfront Master Plan EIR Rev	\$ 119,655	6/27/2007	1/4/2011
Port of San Diego	Land Use Planning Department P.O. Box 120488 San Diego, CA 92112-0488	Nishihira, Lesley	(619) 686-6469		6299	Environmental Documentation For L-Ditch	\$ 63,750	1/28/2009	6/15/2010
Ramona Municipal Water District	105 West Earham Street Ramona, CA 92065-1599				6030	As-Needed Professional Engineering Servi	\$ 35,695	4/15/2008	8/17/2009
Rancho Mission Viejo	28811 Ortega Highway San Juan Capistrano, CA 92675	Johnson, Paul			4903	Antonio Parkway Widening Project	\$ 30,523	10/27/2005	
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024	Duffy, Chuck			314	RANCHO SANTA FE CSD	\$ 37,875,354		
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024	Duffy, Chuck			6089	Fats, Oils and Grease (FOG) Ordinance Pr	\$ 5,000	6/9/2008	3/11/2009
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024	Duffy, Chuck			6540	WWTP Bidding and Construction Services	\$ 6,000	12/11/2009	4/15/2010
Riverside Community College District	4800 Magnolia Avenue Riverside, CA 92506	Payable, Accounts	951-222-8022		6404	Norco Campus	\$ 79,362	6/10/2009	
Riverside Community College District	4800 Magnolia Avenue Riverside, CA 92506	Payable, Accounts	951-222-8022		6495	Moreno Valley Parking Structure & Surge	\$ 62,000	10/15/2009	5/4/2011
Riverside County Habitat Conserv Agency	4080 Lemon Street, 12th Floor Riverside, CA 92501	Barton, Gail			4862	Habitat Management and Fire Protection	\$ 363,360	10/13/2005	10/22/2009
Rubidoux Community Services District	3590 Rubidoux Blvd. Riverside, CA 92509	Young, Ron			6032	Regional Conveyance Replacement Faciliti	\$ 845,500	4/18/2008	4/19/2010
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Brierton, Tad	858-522-6915	858-522-6563	2609	SDCWA	\$ 6,606,094	12/11/2000	4/6/2010
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Wilson Fernak, Sybil	858-522-6761	858-268-7881	4110	As-Needed Biological Consulting Services	\$ 100,000	3/4/2004	4/6/2010
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Chadwick, Don	858-522-6758	858-268-7881	5093	Wetlands Mitigation Banking	\$ 1,230,000	3/21/2006	



2009 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Zhou, Jim			5920	Full-Time Engineering Technician	\$ 550,569	12/22/2007	
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Tegio, Mark		858-268-7881	5923	Mission Trails Environmental Compliance	\$ 450,000	1/2/2008	
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Putnam, Mary	858-622-6761		6050	San Vicente Dam Raise Project	\$ 1,823,438	4/28/2008	
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Accounts Payable	(858)522-6600	0	6324	Design Review Support Services	\$ 280,000	3/2/2009	3/25/2011
San Dieguito Water District	505 South Vulcan Encinitas, CA 92024-3633	Knoll, Blair	(760)633-2793	(760)633-2627	4223	SDWD As-Needed Consulting Services Proj	\$ 20,000	6/14/2004	3/8/2010
San Dieguito Water District	160 Calle Magdalena Encinitas, CA 92024	Knoll, Blair	(760)633-2793	(760)633-2627	6353	As-Built Drawings for Waterline and V&V	\$ 3,500	4/2/2009	6/9/2009
San Dieguito Water District	160 Calle Magdalena Encinitas, CA 92024	Knoll, Blair	(760)633-2793	(760)633-2627	6474	Water Main Replacement and Transmission	\$ 103,779	9/16/2009	
San Elijo Joint Powers Authority	2695 Manchester Avenue Cardiff by the Sea, CA 92007	Thornton, Michael	760-438-3941		6341	Recycled Water Improvement Project	\$ 31,400	3/17/2009	2/16/2010
San Marcos Unified School District	215 Mata Way, Bldg #5 San Marcos, CA 92069	Tanner, Kathy	(760) 290-2650		5467	SMUSD Elementary School #2	\$ 124,063	1/2/2007	3/26/2010
San Marcos Unified School District	215 Mata Way, Bldg #5 San Marcos, CA 92069	Tanner, Kathy	(760) 290-2650		5485	SMUSD Long-Term Monitoring	\$ 170,500	1/17/2007	
Santa Barbara County Education Office	P.O. Box 6307 4400 Cathedral Oaks Road Santa Barbara, CA	Cirone, William J.	805-964-4711		5795	Preliminary Environmental Assessment (PE	\$ 36,580	9/6/2007	9/21/2009
Santa Barbara County Water Agency	123 E. Anapamu Street Santa Barbara, CA 93101	Naffaty, Matt			5340	IRWMP Staff Support Prop 50	\$ 297,313	9/13/2006	5/26/2011
Santa Barbara School District	720 Santa Barbara Street Santa Barbara, CA 93101	Helyonk, David	(805)963-4338	(805)963-5685	3603	Dos Pueblos High School Improvements	\$ 112,856	12/4/2002	11/29/2011
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005				5269	Canada Gobernada Multipurpose Basin Proj	\$ 124,450	7/25/2006	10/26/2009
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Ferons, Daniel	949-459-6576		5775	As Needed Environmental Services	\$ 266,263	8/22/2007	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Aguilar, Jaime	949-459-6400		5999	Biology Monitoring & Wetlands Permits	\$ 61,705	3/18/2008	9/8/2009
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6232	Upper Chiquita Reservoir	\$ 24,963	10/29/2008	4/13/2009
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6364	Upper Chiquita Reservoir Emergency Stora	\$ 375,940	4/15/2009	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6411	San Juan Creek Pipeline Emergency Repair	\$ 22,200	6/17/2009	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6412	Upper Chiquita Reservoir Emergency Stora	\$ 24,568	6/22/2009	3/1/2011
Santa Ynez River Water	P.O. Box 157 Santa Ynez, CA 93460	Tambini, Eric	805-688-6015	805-688-3078	3866	Professional Services Agreement	\$ 124,569	7/15/2003	3/20/2009
Santa Ynez River Water	P.O. Box 157 Santa Ynez, CA 93460	Tambini, Eric	805-688-6015	805-688-3078	6219	4.0 CFS Well Site	\$ 15,925	10/13/2008	7/27/2009
Santa Ynez River Water	P.O. Box 157 Santa Ynez, CA 93460	Tambini, Eric	805-688-6015	805-688-3078	6387	Well 12 Discharge	\$ 27,185	5/18/2009	1/25/2010
Seelye County Water District	1898 W. Main Street Seelye, CA 92273	Estigoy, Sandra	760-352-6612	760-352-0589	6382	Water Reclamation Facility Improvements	\$ 993,532	5/11/2009	
South Coast Water District	31592 West Street Laguna Beach, CA 92651	Payable, Accounts	949-499-4555	949-499-4256	6166	Recycled Water System Expansion Feasibil	\$ 40,000	8/14/2008	5/4/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	4501	Alignment Study for the Coastal Treatmen	\$ 147,761	1/13/2005	6/1/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	5919	Regional Treatment Plant Emergency Inter	\$ 358,454	12/22/2007	
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6288	CTP Access Road Alignment Study	\$ 10,000	12/9/2008	9/17/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6322	JB Latham AWT CEQA Plus Project	\$ 21,956	3/2/2009	9/17/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6366	Dana Point ACM Survey	\$ 3,200	4/19/2009	6/1/2009
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		3869	Bark Beetle Project	\$ 4,490,000	7/3/2003	9/17/2009
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6742	SCE Q&M HCP	\$ 25,000	8/1/2007	8/31/2009
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		5811	As-Needed Biological Consulting	\$ 4,433,701	9/25/2007	12/2/2010
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6077	Biological Survey Services	\$ 319,344	5/21/2008	4/13/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6363	Devers Palo Verde 2	\$ 500,000	4/15/2009	12/17/2010
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6386	Bark Beetle 2009-2012	\$ 5,000,000	5/14/2009	
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6473	Biology Contingent Worker Services	\$ 3,872,593	9/16/2009	8/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0001	DPV2 Extension of Staff	\$ 566,000		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0002	El Casco Extension of Staff	\$ 168,350		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0004	Extension of Staff-Galen	\$ 326,700		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0006	Cross Valley	\$ 445,250		11/21/2011
Sweetwater Authority	100 Lakeview Avenue Spring Valley, CA 91977	Famolaro, Pete	619-540-6814		6401	Sweetwater Reservoir Storage and Habitat	\$ 366,295	6/3/2009	7/27/2011
Sweetwater Union High School District	1130 5th Avenue Chula Vista, CA 91911	Ortiz, Sgt. Jaime	619-395-4465	619-395-3415	6003	School Repair CEQA & PEA	\$ 13,915	3/19/2008	5/14/2009



2009 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Zhou, Jim			5920	Full-Time Engineering Technician	\$ 550,569	12/22/2007	
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Tegio, Mark		858-268-7881	5923	Mission Trails Environmental Compliance	\$ 450,000	1/2/2008	
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Putnam, Mary	858-622-6761		6050	San Vicente Dam Raise Project	\$ 1,823,438	4/28/2008	
San Diego County Water Authority	4677 Overland Avenue San Diego, CA 92123	Accounts Payable	(858)522-6600	0	6324	Design Review Support Services	\$ 280,000	3/2/2009	3/25/2011
San Dieguito Water District	505 South Vulcan Encinitas, CA 92024-3633	Knoll, Blair	(760)633-2793	(760)633-2627	4223	SDWD As-Needed Consulting Services Proj	\$ 20,000	6/14/2004	3/8/2010
San Dieguito Water District	160 Calle Magdalena Encinitas, CA 92024	Knoll, Blair	(760)633-2793	(760)633-2627	6353	As-Built Drawings for Waterline and Valv	\$ 3,500	4/2/2009	6/8/2009
San Dieguito Water District	160 Calle Magdalena Encinitas, CA 92024	Knoll, Blair	(760)633-2793	(760)633-2627	6474	Water Main Replacement and Transmission	\$ 103,779	9/16/2009	
San Elijo Joint Powers Authority	2695 Manchester Avenue Cardiff by the Sea, CA 92007	Thomson, Michael	760-438-3941		6341	Recycled Water Improvement Project	\$ 31,400	3/17/2009	2/16/2010
San Marcos Unified School District	215 Mata Way, Bldg #5 San Marcos, CA 92069	Tanner, Kathy	(760) 290-2650		5467	SMUSD Elementary School #2	\$ 124,063	1/2/2007	3/26/2010
San Marcos Unified School District	215 Mata Way, Bldg #5 San Marcos, CA 92069	Tanner, Kathy	(760) 290-2650		5485	SMUSD Long-Term Monitoring	\$ 170,500	1/17/2007	
Santa Barbara County Education Office	P.O. Box 6307 4400 Cathedral Oaks Road Santa Barbara, CA	Cirone, William J.	805-964-4711		5795	Preliminary Environmental Assessment (PE	\$ 36,580	9/6/2007	9/21/2009
Santa Barbara County Water Agency	123 E. Anapamu Street Santa Barbara, CA 93101	Naftaly, Matt			5340	IRWMP Staff Support Prop 50	\$ 297,313	9/13/2006	5/26/2011
Santa Barbara School District	720 Santa Barbara Street Santa Barbara, CA 93101	Hetyonk, David	(805)963-4338	(805)963-5635	3603	Dos Pueblos High School Improvements	\$ 112,856	12/4/2002	11/29/2011
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005				5269	Canada Gobernada Multipurpose Basin Proj	\$ 124,450	7/25/2006	10/26/2009
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Ferona, Daniel	949-459-6576		5775	As Needed Environmental Services	\$ 266,263	8/22/2007	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Aguilar, Jaime	949-459-6400		5998	Biology Monitoring & Wetlands Permits	\$ 61,705	3/18/2008	9/8/2009
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6232	Upper Chiquita Reservoir	\$ 24,963	10/29/2008	4/13/2009
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6364	Upper Chiquita Reservoir Emergency Stora	\$ 375,940	4/15/2009	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6411	San Juan Creek Pipeline Emergency Repair	\$ 22,200	6/17/2009	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		6412	Upper Chiquita Reservoir Emergency Stora	\$ 24,568	6/22/2009	3/1/2011
Santa Ynez River Water	P.O. Box 157 Santa Ynez, CA 93460	Tambini, Eric	805-688-6015	805-688-3078	3866	Professional Services Agreement	\$ 124,569	7/15/2003	3/20/2009
Santa Ynez River Water	P.O. Box 157 Santa Ynez, CA 93460	Tambini, Eric	805-688-6015	805-688-3078	6219	4.0 CFS Well Site	\$ 15,925	10/13/2008	7/27/2009
Santa Ynez River Water	P.O. Box 157 Santa Ynez, CA 93460	Tambini, Eric	805-688-6015	805-688-3078	6387	Well 12 Discharge	\$ 27,185	5/18/2009	1/25/2010
Seeley County Water District	1898 W. Main Street Seeley, CA 92273	Estigoy, Sandra	760-352-6612	760-352-0589	6382	Water Reclamation Facility Improvements	\$ 993,532	5/11/2009	
South Coast Water District	31592 West Street Laguna Beach, CA 92651	Payable, Accounts	949-499-4555	949-499-4256	6165	Recycled Water System Expansion Feasibil	\$ 40,000	8/14/2008	5/4/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	4501	Alignment Study for the Coastal Treatmen	\$ 147,761	1/13/2005	6/1/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	5919	Regional Treatment Plant Emergency Inter	\$ 358,454	12/22/2007	
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6268	CTP Access Road Alignment Study	\$ 10,000	12/9/2008	9/17/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6322	JB Latham AWT CEQA Plus Project	\$ 21,956	3/2/2009	9/17/2009
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6366	Dana Point ACM Survey	\$ 3,200	4/19/2009	6/1/2009
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		3869	Bark Beetle Project	\$ 4,490,000	7/3/2003	9/17/2009
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		5742	SCE O&M HCP	\$ 25,000	8/1/2007	8/31/2009
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		5811	As-Needed Biological Consulting	\$ 4,433,701	9/25/2007	12/2/2010
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6077	Biological Survey Services	\$ 319,344	5/21/2008	4/13/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6363	Devers Palo Verde 2	\$ 500,000	4/15/2009	12/17/2010
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6366	Bark Beetle 2009-2012	\$ 5,000,000	5/14/2009	
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6473	Biology Contingent Worker Services	\$ 3,872,593	9/16/2009	8/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0001	DPV2 Extension of Staff	\$ 566,000		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0002	El Casco Extension of Staff	\$ 168,350		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0004	Extension of Staff-Galen	\$ 326,700		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0006	Cross Valley	\$ 445,250		11/21/2011
Sweetwater Authority	100 Lakeview Avenue Spring Valley, CA 91977	Famolaro, Pete	619-540-6814		6401	Sweetwater Reservoir Storage and Habitat	\$ 366,295	6/3/2009	7/27/2011
Sweetwater Union High School District	1130 5th Avenue Chula Vista, CA 91911	Ortiz, Sgt. Jaime	619-395-4465	619-395-3415	6003	School Repair CEQA & PEA	\$ 13,915	3/19/2008	5/14/2009



2010 Public Projects

Client Name	Concatenated Client Address	Contact Name	Contact Phone	Contact Fax	Project	Name	Start Fee Date	Act Completion Date
California Polytechnic State University,	Facilities Planning and Management 3801 West Temple Avenue,	Lackey, Darlick			6706	Cal Poly Pomona Master Plan Update	181,150.00 7/26/2010	
California Public Utilities Commission	Contracts Office 505 Van Ness Avenue, Room 2004 San Francisco, CA 94102	Swisher, Joyce	415-703-1439		6652	South Bay Substation Relocation Project	553,057.00 5/23/2010	
Carlsbad Unified School District	C/O CUSD Warehouse Real 6225 El Camino Real Carlsbad, CA 92009				6552	College and Cannon High School	14,685.00 1/6/2010	6/17/2010
Carpinteria Sanitary District	5300 Sixth Street Carpinteria, CA 93013	Murray, Craig			6652	Avenue Del Mar & Sand Point Road	13,590.00 6/8/2010	9/20/2010
Carpinteria Valley Water District	1301 Santa Ynez Avenue Carpinteria, CA 93013	Hamilton, Charles B.	805-684-2816	805-684-3170	6572	Surplus SWP ISND	35,000.00 2/2/2010	
City of Anaheim	201 S. Anaheim Boulevard Suite 601 Anaheim, CA 92805	Moorhead, Bill	714-765-5196	714-765-4199	6797	Anaheim Recycled Water Demonstration Pro	719,000.00 11/15/2010	
City of Calexico	608 Heber Avenue Calexico, CA 92231	Vila, Armando	760-768-2105	760-357-7862	6612	Calexico Zoning Code, Map & General Plan	103,870.00 4/5/2010	
City of Calexico	608 Heber Avenue Calexico, CA 92231	Espinosa, Alejandro	760.768.2198	760.357.7862	6762	Towncenter/Polica Industrial Development	341,050.00 10/13/2010	
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6526	Evaluation of Pipeline Alignments - VII	29,670.00 1/1/2010	5/17/2010
City of Carlsbad	5950 El Camino Real Carlsbad, CA 92008	Maashoff, John			6555	Alga Norte Community Park	130,825.00 1/11/2010	
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Howard, Sheri	760-602-2756	760-602-8562	6608	Calavera Lake	1,000.00 3/25/2010	6/7/2010
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6597	La Golondria & El Fuerte Street Sewer Ex	32,400.00 4/1/2010	5/20/2011
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008				6633	Joint First Responders Training Facility	943,660.00 4/20/2010	
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6648	La Golondrina Sewer Extension, P.O. P122	29,510.00 5/17/2010	9/27/2010
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6679	El Fuerte Street Sewer Extension	26,940.00 6/22/2010	2/7/2011
City of Carlsbad	799 Pine Avenue, Suite 200 Carlsbad, CA 92008	Kerabian, Liz			6778	Carlsbad Crossings Environmental Service	11,280.00 10/25/2010	2/14/2011
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6483.0001	As-Needed Sewer Engineering Services	97,126.00	8/25/2011
City of Chula Vista	P.O. Box 1087 Chula Vista, CA 91912	Laube, Glen			6805	As-Needed Services	7,750.00 11/18/2010	
City of Chula Vista	276 Fourth Avenue Chula Vista, CA 91910	Yano, Roberto			2589	Salt Creek Project 2000	4,816,554.22	9/13/2010
City of Compton	205 South Willowbrook Avenue Compton, CA 90220	Management, Risk	310-605-6647		6769	Fire Station #1 Remediation	217,843.00 10/17/2010	
City of Compton	205 South Willowbrook Avenue Compton, CA 90220	Strickland, John	310-605-5505	310-761-1417	6818	Citywide Street Lighting	169,530.00 12/2/2010	
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.0002	As-Needed Engineering and Environmental	24,620.00	6/1/2012
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0000	As Needed Engineering Services	86,061.25	6/30/2012
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Minicelli, Eric			5964.0002	Fats, Oils, and Grease Program	12,794.61	12/31/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Scherer, David	858-755-9313	858-481-0254	5964.0029	Fats, Oils, and Grease Program	825.00	12/31/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0002	Barboza Property Survey	15,975.00	1/11/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0003	Winston School Survey Project	3,450.00	1/11/2011
City of El Centro	307 West Brighton Ave. El Centro, CA 92243	Campos, Abraham			6688	Dogwood Avenue Improvement	134,711.58 7/1/2010	1/12/2011
City of Encinitas	160 Calle Magdalena Encinitas, CA 92024	Wilson, Bill	760-633-2846		6655	Sewer Master Plan Update - Cardiff and E	192,805.00 6/1/2010	12/16/2011
City of Fontana	8353 Sierra Avenue Fontana, CA 92335	Fahle, Charles	909.350.6724		6717	Juniper Business Park Project Addendum	10,820.00 8/12/2010	4/22/2011
City of Fontana	8353 Sierra Avenue Fontana, CA 92335	Thomas, Candace			6827	Police Facility Expansion	764,285.00 12/13/2010	
City of Guadalupe	918 Obispo Street Guadalupe, CA 93401	Datzek, R. Dennis			6576	Wastewater Treatment Plant Upgrade	562,527.00 2/3/2010	
City of Indio	PO Box 1788 Indio, CA 92202	Merrill, David	760-342-6500	760-342-6556	6729	Inspection Services for Booster Pump Sta	15,955.00 9/1/2010	8/22/2011
City of Indio	PO Box 1788 Indio, CA 92202	Smith, Kelly	760-391-4120	760-391-4027	6330.0004	Update Water System SOP	14,360.00	11/7/2011
City of Indio	PO Box 1788 Indio, CA 92202				6330.0005	Update Water System SOP	1,275.00	4/29/2011
City of Indio	PO Box 1788 Indio, CA 92202				6330.0003	Update Water System SOP	9,625.00	7/13/2010
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Hartman, Darrell	949-724-7556		6577	Red Hill Avenue	2,700.00 2/8/2010	5/11/2010
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Byers, Keith	949-724-7621		6779	Tree Inventory/Assessment 2010-2011	55,000.00 10/25/2010	7/13/2011



2010 Public Projects

Client Name	Concatenated Client Address	Contact Name	Contact Phone	Contact Fax	Project	Name	Start Fee Date	Act Completion Date
California Polytechnic State University	Facilities Planning and Management 3801 West Temple Avenue,	Lackey, Darick			6708	Cal Poly Pomona Master Plan Update	181,150.00 7/26/2010	
California Public Utilities Commission	Contracts Office 505 Van Ness Avenue, Room 2004 San Francisco, CA 94102	Swisher, Joyce	415-703-1439		6652	South Bay Substation Relocation Project	553,057.00 5/23/2010	
Carlsbad Unified School District	C/O CUSD Warehouse Real 6225 El Camino Real Carlsbad, CA 92009				6552	College and Cannon High School	14,685.00 1/6/2010	6/17/2010
Carpinteria Sanitary District	5300 Sixth Street Carpinteria, CA 93013	Murray, Craig			6682	Avenue Del Mar & Sand Point Road	13,590.00 6/8/2010	9/20/2010
Carpinteria Valley Water District	1301 Santa Ynez Avenue Carpinteria, CA 93013	Hamilton, Charles B.	805-684-2816	805-684-3170	6572	Surplus SWP ISND	35,000.00 2/2/2010	
City of Anaheim	201 S. Anaheim Boulevard Suite 601 Anaheim, CA 92805	Moorhead, Bill	714-765-5196	714-765-4199	6797	Anaheim Recycled Water Demonstration Pro	719,000.00 11/15/2010	
City of Calexico	608 Heber Avenue Calexico, CA 92231	Villa, Armando	760-768-2105	760-357-7862	6612	Calexico Zoning Code, Map & General Plan	103,870.00 4/5/2010	
City of Calexico	608 Heber Avenue Calexico, CA 92231	Espinoza, Alejandro	760.768.2198	760.357.7862	6762	Towncenter/Polica Industrial Development	341,050.00 10/13/2010	
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6526	Evaluation of Pipeline Alignments - Vill	29,670.00 1/1/2010	5/17/2010
City of Carlsbad	5950 El Camino Real Carlsbad, CA 92008	Masathoff, John			6555	Alga Norte Community Park	130,825.00 1/11/2010	
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Howard, Sheri	760-602-2756	760-602-8562	6608	Calavera Lake	1,000.00 3/25/2010	6/7/2010
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6597	La Golondria & El Fuerte Street Sewer Ex	32,400.00 4/1/2010	5/20/2011
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008				6633	Joint First Responders Training Facility	943,660.00 4/20/2010	
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6648	La Golondrina Sewer Extension P.O. P122	29,510.00 5/17/2010	9/27/2010
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6679	El Fuerte Street Sewer Extension	26,940.00 6/22/2010	2/7/2011
City of Carlsbad	799 Pine Avenue, Suite 200 Carlsbad, CA 92008	Ketabian, Liz			6778	Carlsbad Crossings Environmental Service	11,280.00 10/25/2010	2/14/2011
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6483.0001	As-Needed Sewer Engineering Services	97,126.00	8/25/2011
City of Chula Vista	P.O. Box 1087 Chula Vista, CA 91912	Laube, Glen			6805	As-Needed Services	7,750.00 11/18/2010	
City of Chula Vista	276 Fourth Avenue Chula Vista, CA 91910	Yano, Roberto			2589	Salt Creek Project 2000	4,816,554.22	9/13/2010
City of Compton	205 South Willowbrook Avenue Compton, CA 90220	Management, Risk	310-605-5647		6769	Fire Station #1 Remediation	217,843.00 10/17/2010	
City of Compton	205 South Willowbrook Avenue Compton, CA 90220	Strickland, John	310-605-5506	310-761-1417	6818	Citywide Street Lighting	169,530.00 12/2/2010	
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.0002	As-Needed Engineering and Environmental	24,620.00	6/1/2012
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0000	As Needed Engineering Services	86,061.25	6/30/2012
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Minicilli, Eric			5964.0002	Fats, Oils, and Grease Program	12,794.61	12/31/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Schener, David	858-755-9313	858-481-0254	5964.0028	Fats, Oils, and Grease Program	825.00	12/31/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0002	Balboa Property Survey	15,975.00	1/11/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0003	Winston School Survey Project	3,450.00	1/11/2011
City of El Centro	307 West Brighton Ave. El Centro, CA 92243	Campos, Abraham			6688	Dogwood Avenue Improvement	134,711.58 7/1/2010	1/12/2011
City of Encinitas	160 Calle Magdalena Encinitas, CA 92024	Wilson, Bill	760-633-2846		6655	Sewer Master Plan Update - Cardiff and E	192,805.00 6/1/2010	12/16/2011
City of Fontana	8353 Sierra Avenue Fontana, CA 92335	Fatus, Charles	909.350.6724		6717	Jurupa Business Park Project Addendum	10,820.00 8/12/2010	4/22/2011
City of Fontana	8353 Sierra Avenue Fontana, CA 92335	Thomas, Candace			6827	Police Facility Expansion	764,285.00 12/13/2010	
City of Guadalupe	918 Obispo Street Guadalupe, CA 93401	Dalzell, R. Dennis			6576	Wastewater Treatment Plant Upgrade	662,527.00 2/3/2010	
City of Indio	PO Box 1788 Indio, CA 92202	Merrell, David	760-342-6500	760-342-6556	6729	Inspection Services for Booster Pump Sta	15,955.00 9/1/2010	8/22/2011
City of Indio	PO Box 1788 Indio, CA 92202	Smith, Kelly	760-391-4120	760-391-4027	6330.0004	Update Water System SOP	14,360.00	11/7/2011
City of Indio	PO Box 1788 Indio, CA 92202				6330.0005	Update Water System SOP	1,275.00	4/29/2011
City of Indio	PO Box 1788 Indio, CA 92202				6330.0003	Update Water System SOP	9,625.00	7/13/2010
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Hartman, Darrell	949-724-7556		6577	Red Hill Avenue	2,700.00 2/8/2010	5/11/2010
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Byers, Keith	949-724-7621		6779	Tree Inventory/Assessment 2010-2011	55,000.00 10/25/2010	7/13/2011



2010 Public Projects

Client Name	Concatenated Client Address	Contact Name	Contact Phone	Contact Fax	Project	Name	Start Fee Date	Act Completion Date
County of Santa Barbara	123 E. Anapamu Street Santa Barbara, CA 93101	Hogan, Lynn	805-568-3128	805-568-3019	6763	Master Services Agreement 2010-2013	100,000.00 10/13/2010	
Cuyama Community Services District	P.O. Box 368 New Cuyama, CA 93254	Wilson, U.S.	881-766-2780	661-766-2632	6282	Pump Station Improvements - Water System	99,257.00 8/15/2010	12/20/2011
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			6559	FY 2010 Major Plant Rehabilitation P.O.	153,240.00 1/22/2010	12/20/2011
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Accounts Payable -	(760)438-3941	(760)431-7493	6562	Encina Admin Building Delay Claim Anlys	9,260.00 1/26/2010	4/9/2010
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			6713	FY2011 Major Plant Rehabilitation Engine	295,011.00 8/6/2010	
Goleta Sanitary District	One William Moffett Place Goleta, CA 93117	Azoury, Kamil	(805)967-4519	(805)964-3583	6578	As-Needed Archaeological Support Services	139,912.00 2/11/2010	
Goleta Sanitary District	One William Moffett Place Goleta, CA 93117	Azoury, Kamil	(805)967-4519	(805)964-3583	6635	GSD Wastewater Treatment Plant Upgrading	2,298,600.00 4/26/2010	
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Hoolihan, Michael	(949)453-5300	(949)453-0228	6447	Lake Forest Area SAMP Project # 11246	215,280.00 1/1/2010	12/8/2010
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Dept. Purchasing			6565	Design of Newport Blvd DW Water Main Rel	547,840.00 3/1/2010	
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Law, Kelly			6632	Lake Forest Area Potable Water System St	39,815.00 12/17/2010	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6549	Phase I Concept Study for Recycled Water	19,655.00 1/5/2010	7/26/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6550	Biosolids Composting Pilot Project Techn	13,635.00 1/5/2010	6/21/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015				6583	Sycamore Creek 1486 Zone BPS and Reserve	52,990.93 3/1/2010	9/28/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6628	Supply Well Evaluation	13,113.50 4/19/2010	7/26/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6639	Prelim Design of Influent Equalization B	74,400.00 4/29/2010	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6618	Design of Percolation Basins and RW Res.	158,526.27 5/1/2010	2/20/2012
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6737	Bedford Subbasin Percolation Basins Rew	8,791.25 9/17/2010	2/15/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6780	Plan Check Services for Tracts 31907 & 3	4,500.00 10/25/2010	3/28/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6792	Engineering Design for Aerobic Digester	40,570.00 11/10/2010	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			275.1020	General Management	210,000.00	9/9/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			275.1021	CFD Management	35,000.00	9/8/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1004	Potable Water As-Needed Engineering	40,000.00	8/17/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1003	Wastewater As-Needed Engineering	40,000.00	7/22/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1007	Water System Map Updates	6,000.00	7/22/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1006	Wastewater Map Updating	8,000.00	10/21/2010
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009				3251.0100	Grading Plan Checks	37,867.50	5/15/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0543	La Costa Resort & Spa Plan Check	60,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0566	Leucadia Hills	1,980.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0584	La Costa Contos	33,345.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0647	135 Daphne Street	13,400.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0648	Sheridan Road 04-088	10,085.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0689	731 Vulcan Avenue	1,500.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0697	La Costa Greens 1.16 CT 05-05	29,595.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0699	Plan Checking Fees - Hymettus Project	45,500.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0705	Bella Vista Remainder Parcel	1,500.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0705	Phillips Property	3,500.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0714	Ross Subdivision - Plan Checking	1,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0777	1967 N. Vulcan Avenue	600.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0791	Target	2,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0794	Quail Gardens	1,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0798	Hilton Carlsbad	12,000.00	12/31/2011



2010 Public Projects

Client Name	Concatenated Client Address	Contact Name	Contact Phone	Contact Fax	Project	Name	Start Fee Date	Act Completion Date
County of Santa Barbara	123 E. Anapamu Street Santa Barbara, CA 93101	Hogan, Lynn	805-568-3128	805-568-3019	5753	Master Services Agreement 2010-2013	100,000.00 10/13/2010	
Cuyama Community Services District	P.O. Box 368 New Cuyama, CA 93254	Wilson, U.S.	861-766-2780	661-766-2632	5282	Pump Station Improvements - Water System	99,257.00 8/15/2010	12/20/2011
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			6559	FY 2010 Major Plant Rehabilitation P.O.	153,240.00 1/22/2010	12/20/2011
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Accounts Payable	(760)438-3941	(760)431-7493	6562	Encina Admin Building Delay Claim Analysis	9,280.00 1/26/2010	4/9/2010
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			6713	FY2011 Major Plant Rehabilitation Engine	295,011.00 8/6/2010	
Goleta Sanitary District	One William Moffett Place Goleta, CA 93117	Azoury, Kamil	(805)967-4519	(805)964-3583	6579	As-Needed Archaeological Support Services	138,912.00 2/11/2010	
Goleta Sanitary District	One William Moffett Place Goleta, CA 93117	Azoury, Kamil	(805)967-4519	(805)964-3583	6638	GSD Wastewater Treatment Plant Upgrading	2,298,600.00 4/26/2010	
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Hootman, Michael	(949)453-5300	(949)453-0228	6447	Lake Forest Area SAMP Project # 11245	215,280.00 1/1/2010	12/8/2010
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Dept. Purchasing			6586	Design of Newport Blvd DW Water Main Rel	547,640.00 3/1/2010	
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Lew, Kelly			6832	Lake Forest Area Potable Water System St	39,815.00 12/17/2010	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6549	Phase I Concept Study for Recycled Water	19,655.00 1/5/2010	7/26/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6550	Biosolids Composting Pilot Project Techn	13,635.00 1/5/2010	6/21/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015				6563	Sycamore Creek 1486 Zone BPS and Reservo	52,990.93 3/1/2010	9/28/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6628	Supply Well Evaluation	13,113.50 4/19/2010	7/26/2010
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6639	Prelim Design of Influent Equalization B	74,400.00 4/29/2010	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6618	Design of Percolation Basins and RW Res.	158,526.27 5/1/2010	2/20/2012
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6737	Bedford Subbasin Percolation Basins Revi	8,791.25 9/17/2010	2/15/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6780	Plan Check Services for Tracts 31907 & 3	4,500.00 10/25/2010	3/28/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	6792	Engineering Design for Aerobic Digester	40,570.00 11/10/2010	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			275.1020	General Management	210,000.00	9/9/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			275.1021	CFD Management	35,000.00	9/8/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1004	Potable Water As-Needed Engineering	40,000.00	8/17/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1003	Wastewater As-Needed Engineering	40,000.00	7/22/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1007	Water System Map Updates	5,000.00	7/22/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1006	Wastewater Map Updating	8,000.00	10/21/2010
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009				3251.0100	Grading Plan Checks	37,867.50	5/15/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0543	La Costa Resort & Spa Plan Check	60,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0566	Leucadia Hills	1,980.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0584	La Costa Condos	33,345.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0547	135 Daphne Street	13,400.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0548	Sheridan Road 04-088	10,085.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0589	731 Vulcan Avenue	1,500.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0597	La Costa Greens 1-16 CT 05-05	29,595.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0599	Plan Checking Fees - Hymettus Project	45,500.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0705	Bella Vista Remainder Parcel	1,600.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0706	Phillips Property	3,500.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0714	Ross Subdivision - Plan Checking	1,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0777	1967 N. Vulcan Avenue	600.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0781	Target	2,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0794	Quail Gardens	1,000.00	12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0798	Hilton Carlsbad	12,000.00	12/31/2011



2010 Public Projects

Client Name	Concatenated Client Address	Contact Name	Contact Phone	Contact Fax	Project	Name	Start Fee Date	Act Completion Date
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0009	General Wetland Permitting	415,200.00	8/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.002A	El Casco Substation (IO # 309790)	240,000.00	8/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0013	Valley-Ivyglen	87,960.00	7/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.002C	IT/FOC/Mill Creek - 305800	31,931.25	4/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0037	Idle Facilities Removal 4 Poles and XFMR	4,763.00	3/3/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.002D	Banning Sub - 309697	3,802.50	1/24/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0045	Habitat Restoration Services Pertaining	7,798.00	11/24/2010
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.002E	Zanja Sub - 309698	16,428.75	11/22/2010
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0036	X6735E Switch Replacement RCS 0401 -	4,758.00	10/18/2010
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0041	North Shore 12kV Phase 2	3,406.50	9/14/2010
Sweetwater Union High School District	1130 5th Avenue Chula Vista, CA 91911	Kutzner, Bradley			6588	Montgomery Middle School Project 1	7,000.00 2/22/2010	
University of California, San Diego	Physical Planning Office 9500 Gilman Drive MC 0074 La Jolla, CA 92093-0074	Fresmyk, Catherine	858-534-3860		6761	Central Research Services Facility CEQA/	68,020.00 10/12/2010	7/15/2011
Victor Valley Community College District	18422 Bear Valley Road, Bldg. 10 Victorville, CA 92395	Garcia, Steve	760-245-4271		6720	Victor Valley Community College Proposit	301,970.00 8/18/2010	
Whispering Palms Community Services	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1022	LID Management	28,080.00	9/30/2011
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1020	SID Management	84,000.00	9/29/2011
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1021	Operations	218,400.00	8/17/2011



2011 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
Cal State University Northridge	18111 Nordhoff Street Northridge, CA 91330	Evans, Rick	818-677-6285	818-677-3361	6850	CEQA Services for University Corporation	\$ 8,625	1/12/2011	
California Public Utilities Commission	Contracts Office 505 Van Ness Avenue, Room 2004 San Francisco, CA 94102	Abrens, Nellie P.			7014	SDG&E CNF Electric Safety & Reliability	\$ 2,535,472	6/8/2011	
California State University, Dominguez Hills	Facilities Planning & Construction Management 1000 East Victoria Street Carson, CA 90747	Vanarsdale, Adele			6967	Fairy Shrimp Bio Study	\$ 12,000	5/12/2011	
Carpinteria-Summerland Fire Protection District	1140 Eugenia Place, Suite A Carpinteria, CA 93013				6869	Community Defense Zone-Phase 2	\$ 5,466	1/25/2011	4/19/2011
Casmalia Community Services District	P.O. Box 207 Casmalia, CA 93429	Veglia, Virgil	805-964-3013		7055	Water Storage Tank Replacement	\$ 72,650		3/1/2012
Chino Basin Desalter Authority	2151 South Haven Avenue, Suite 202 Ontario, CA 91761 United				7012	Chino Well Field Raw Water Pipeline	\$ 255,127	6/7/2011	
City of Calexico	608 Heber Avenue Calexico, CA 92231	Espinoza, Alejandro	760.768.2198	760.367.7862	6914	Van De Graff Avenue & Cole Boulevard	\$ 45,020	3/7/2011	
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6463.0003	Vancouver Pipeline Final Design	\$ 47,545	10/1/2011	3/1/2012
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Howard, Sherri	760-602-2756	760-602-8562	6870	Buena Vista Lagoon Channel	\$ 21,233	1/26/2011	2/14/2012
City of Carlsbad	1635 Faraday Avenue Carlsbad, CA 92008-7314	Biskup, Mark	(760)602-2720		6463.0001	As-Needed Sewer Engineering Services	\$ 97,126		8/25/2011
City of Carlsbad	799 Pine Avenue, Suite 200 Carlsbad, CA 92008	Ketabian, Liz			6967	Lake Calavera Boardwalk Improvement	\$ 33,735	4/27/2011	
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.0001	As-Needed Engineering and Environmental	\$ 34,080		6/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.0002	As-Needed Engineering and Environmental	\$ 24,620		6/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.002A	As-Needed - P.O. Y12376	\$ 119,987		6/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.002B	As-Needed - P.O. Y12376	\$ 81,312		6/1/2012
City of Corona	755 Corporation Yard Way Corona, CA 92880	Daly, Jonathan			6944	Butterfield Park Reclaimed Waterline Des	\$ 150,977	4/4/2011	2/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Weisman, Vernon	(909)736-2274		6442.0003	As-Needed - P.O. Y12376	\$ 69,856		2/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.001A	Solids Strategy and Interim Op Plan	\$ -		10/17/2011
City of Corona	755 Corporation Yard Way Corona, CA 92880	Weisman, Vernon			7196	WRF # 2 Tertiary Filtration Project	\$ 574,984	11/16/2011	
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0005	San Dieguito Drive Drainage Project	\$ 21,635		2/27/2012
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Minicelli, Eric			5864.0002	Fats, Oils, and Grease Program	\$ 12,795		12/31/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Scherer, David	858-755-9313	858-481-0254	5864.002B	Fats, Oils, and Grease Program	\$ 825		12/31/2011
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	5864.0003	2011-2012 Fats, Oils, and Grease Program	\$ 12,205	12/19/2011	
City of Encinitas	160 Calle Magdalena Encinitas, CA 92024	Wilson, Bill	760-633-2846		6555.0001	Sewer Master Plan Update	\$ 46,465	10/24/2011	3/31/2012
City of Indio	PO Box 1788 Indio, CA 92202	Smith, Kelly	760-391-4120	760-391-4027	6330.0004	Update Water System SOP	\$ 14,360		11/7/2011
City of Indio	PO Box 1788 Indio, CA 92202				6330.0005	Update Water System SOP	\$ 1,275		4/29/2011
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Byers, Keith	949-724-7621		6866	Irvine MBTA Monitoring & Survey	\$ 20,000	1/25/2011	
City of Irvine	P.O. Box 19575 Irvine, CA 92623	Byers, Keith	949-724-7621		6934	Biological Pest Control	\$ 85,343	3/24/2011	
City of La Quinta	P.O. Box 1504 La Quinta, CA 92247				7015	Connell Residence	\$ 5,800	6/13/2011	
City of Laguna Beach	505 Forest Avenue Laguna Beach, CA 92651	Brown, Wade	949-497-0360	949-497-0771	6333.0004	Main Beach Sewer Lift Station Design	\$ 9,000	11/14/2011	
City of Mission Viejo	200 Civic Center Mission Viejo, CA 92691	Accounts Payable	(949)470-3056		7003	As-Needed Environmental Engineering	\$ 29,000	6/1/2011	
City of Morro Bay	955 Shasta Avenue Morro Bay, CA 93442	Keogh, Bruce	805-772-6274	805-772-6296	7018	MBCSD Wastewater Treatment Plant	\$ 455,642	6/13/2011	
City of Oceanside	Engineering Division 300 North Coast Highway Oceanside, CA	Pham, Paul	760-435-5030		6965.0001	North Avenue Channel Protection Project	\$ 212,920	4/18/2011	6/1/2012
City of Oceanside	Engineering Division 300 North Coast Highway Oceanside, CA	Pham, Paul	760-435-5030		6965	North Avenue Channel Protection Project	\$ 51,470	4/18/2011	
City of San Bernardino	P.O. Box 1630 San Bernardino, CA 92402	Davis, Angelica	909-384-5377		6935	Ogden Reservoir Engineering Design Servi	\$ 109,780	3/25/2011	
City of San Bernardino	P.O. Box 1630 San Bernardino, CA 92402	Davis, Angelica	909-384-5377		7035	Reservoir Seismic Upgrades Design	\$ 449,515	6/27/2011	
City of San Clemente	390 Avenida Pico, Bldg. A San Clemente, CA 92672	Reed, Dennis	949-361-8278	949-361-8340	6992	180 Cabrillo Pepper Assessment	\$ 1,425	5/17/2011	
City of San Diego	9370 Chesapeake Drive, Suite 100 MS 1900 San Diego, CA 92123-1024	Jarque, Anne			7066	Tijuana River Valley Channel Maintenance	\$ 18,795		1/6/2012
City of San Juan Capistrano	32400 Paseo Adelanto San Juan Capistrano, CA 92675	Curry, William	949-487-4307		6995	Replacement of V-Cone Flow Meter	\$ 5,000	5/19/2011	12/27/2011
City of San Marcos	1 Civic Center Drive San Marcos, CA 92069-2949	Gallegos, Elias			6974	Borden Bridge	\$ 57,633	5/4/2011	
City of Santa Barbara	630 Garden Street Santa Barbara, CA 93101	Limon, Elizabeth V.	805-564-5376	805-564-5467	7096	217 Holena Avenue	\$ 2,360		10/10/2011
City of Santa Barbara	630 Garden Street Santa Barbara, CA 93101	Maccianli, Roberta	805-965-1071	805-564-7041	7088	1020 Placido Place	\$ 2,515		9/30/2011



2011 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
City of Santa Barbara	620 Laguna Street Santa Barbara, CA 93101	Stansburg, Kevin			7021	Shoreline Park improvements	\$ 1,955	6/15/2011	8/3/2011
City of Santa Barbara	620 Laguna Street Santa Barbara, CA 93101	Johnson, George	805-897-1958	805-897-1977	6936	Steelhead Fish Passage at Caltrans Chann	\$ 2,770	3/28/2011	4/19/2011
City of Santa Cruz	212 Locust Street, Suite C Santa Cruz, CA 95060-3813	Engineering, Water	(831) 420-5214	831-420-5201	7142	Designation Permit Facilitation Service	\$ 9,400		11/30/2011
City of Solana Beach	635 South Highway 101 Solana Beach, CA 92075	Greenstein, Jim	858-720-2464	858-755-1782	7031	Solana Beach - Sanitary Sewer Cap Review	\$ 14,982	6/2/2011	12/15/2011
City of Thousand Oaks	2100 Thousand Oaks Blvd Thousand Oaks, CA 91362	Morales, Dean			6548.0001	On-Call Professional Engineering Service	\$ 16,000		6/1/2012
City of Vista	200 Civic Center Drive Vista, CA 92084-6240	Shoja, Sudi			6968	Waste Discharge Requirements Audit - P.O.	\$ 4,311	4/19/2011	10/12/2011
City of Vista	200 Civic Center Drive Vista, CA 92084-6240	Haagy, Ligela			6909	Suena Vista Creek Walk	\$ 93,500	3/3/2011	
Coachella Valley Water District	85-995 Avenue 52 P.O. Box 1068 Coachella, CA 92236	Wilcox, Donnell			6840	Reclamation Plant No. 7 Effluent Pond Ev	\$ 146,126	1/3/2011	3/22/2012
County of Colusa	1213 Market Street Colusa, CA 95932				6803	Cortina Rancheria 404/BA Peer Review	\$ 5,175	2/28/2011	6/30/2011
County of Riverside	3403 Tenth Street, Suite 500 Riverside, CA 92501	Steiding, Claudia	951-955-8174	951-955-4890	6882	Mead Valley Government Center Sampling	\$ 19,759	2/7/2011	7/26/2011
County of Riverside	3403 Tenth Street, Suite 500 Riverside, CA 92501	Kuntz, Vicki	951-955-0166		6911	Widomar Fire Station	\$ 2,784	3/3/2011	
County of San Diego	5500 Overland Avenue, Suite 315 San Diego, CA 92123	Parrett, Mark	858-694-2693		6845.0002	Trunk D Sewer Replacement	\$ 77,650		3/1/2012
County of San Diego	5500 Overland Avenue, Suite 315 San Diego, CA 92123	Parrett, Mark	858-694-2693		6804.0002	Spring Valley Outfall Sewer - Addl CCTV	\$ 5,000	12/8/2011	12/31/2011
County of San Diego	Department of Planning and Land Use 5201 Ruffin Road, Suite B San Diego, CA 92123	Schneider, Matthew			6959	As-Needed Environmental Processing/Review	\$ 1,324,441	4/14/2011	
County of Santa Barbara	912 W. Foster Road Santa Maria, CA 93455 United States	Morrison, Todd	805-568-3400	805-568-3414	7207	San Joaquin Kit Fox Habitat Assessment	\$ 3,343		1/23/2012
County of Santa Barbara	1105 Santa Barbara Street Santa Barbara, CA 93101	Van Wie, Jill	805-560-1079		6941	Lake Cachuma Fire Suppression Water Rese	\$ 8,969	4/4/2011	10/21/2011
County of Santa Barbara	1105 Santa Barbara Street Santa Barbara, CA 93101	Department, Planning			6971	Lompoc Veterans Memorial Building	\$ 5,126	4/28/2011	
County of Santa Barbara	123 E. Anapamu Street Santa Barbara, CA 93101	Naftaly, Matt			7009	Proposition 50-IRWM Oversight	\$ 83,320	6/3/2011	
County of Santa Barbara	123 E. Anapamu Street Santa Barbara, CA 93101	Raaf, Andrew	805-569-3445	805-568-3019	7019	Lillingston Debris Basin Modification	\$ 2,670	6/14/2011	
County of Ventura	800 South Victoria Avenue, L-1700 Ventura, CA 93009	Technician, Contracts	805-654-2023		6930	Ferro Environmental Document Preparation	\$ 71,508	3/22/2011	
El Toro Water District	P.O. Box 4000 Laguna Hills, CA 92654	Gafferty, Dennis	949-837-7050	949-837-7092	7167	MWD Local Resources Program Application	\$ 19,565	11/3/2011	
Elsinore Valley Municipal Water Dist	P.O. Box 3000 Lake Elsinore, CA 92531-3000				6946	Albemarle Water Reclamation Facility Pr	\$ 55,005	4/7/2011	
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			7157	FY 2012 Major Plant Rehabilitation	\$ -	11/16/2011	6/30/2012
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			7157.0001	FY 2012 Major Plant Rehab Record Dwg	\$ 96,603	11/16/2011	6/30/2012
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			7157.0002	FY 2012 Major Plant Rehab Influent Jctn	\$ 163,309	11/16/2011	6/30/2012
Encina Wastewater Authority	6200 Avenida Encinas Carlsbad, CA 92011	Larson, Duane			7157.0003	FY 2012 Major Plant Rehab Headwks Agit	\$ 39,227	11/16/2011	6/30/2012
Fallbrook Public Utility District	P.O. Box 2290 Fallbrook, CA 92088-2290	Bebee, Jack	(760)728-1125 ext 1105		6913	Evaluate S. Mission and Brandon Sewers	\$ 24,876	3/7/2011	
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000				6875	Orange Park Acres Chapman Meter Relocali	\$ 54,450	2/1/2011	10/26/2011
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Aoyoshi, Eric	949-453-5552	949-453-5300	6849	IRWD Siphon Reservoir Environmental Plan	\$ 819,630	1/12/2011	
Irvine Ranch Water District	PO Box 57000 Irvine, CA 92619-7000	Kessler, Chris	949-453-5441		6917	San Joaquin Marsh Natural Treatment Syst	\$ 147,534	3/10/2011	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1103	Wastewater As-Needed Engineering	\$ 40,000	7/1/2011	6/30/2012
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1104	Potable Water As-Needed Engineering	\$ 40,000	7/1/2011	6/30/2012
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1105	Recycled Water As-Needed Engineering	\$ 5,000	7/1/2011	6/30/2012
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			275.1020	General Management	\$ 210,000		9/9/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			275.1021	CFD Management	\$ 35,000		9/8/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1004	Potable Water As-Needed Engineering	\$ 40,000		8/17/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1003	Wastewater As-Needed Engineering	\$ 40,000		7/22/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1005	Recycled Water As-Needed Engineering	\$ 5,000		7/22/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			1401.1007	Water System Map Updates	\$ 5,000		7/22/2011
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			6937	PM 35855 Sewer Plan - Plan Check	\$ 5,000	3/29/2011	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			7011	Temescal-Leroy Sewer Line Plan Check	\$ 5,000	6/7/2011	
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			7051	Sycamore Creek Commercial Site	\$ 4,000	7/11/2011	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushen, Paul	760-753-0155	760-752-3094	4407.1100	As Needed Engineering	\$ 120,000	7/1/2011	6/30/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009				3251.0100	Grading Plan Checks	\$ 37,868		5/15/2012



2011 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0833	Stone Flats	\$ 1,500	12/12/2011	2/29/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0826	Fair Oaks Valley	\$ 12,345		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0884	La Costa Condos	\$ 33,345		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0593	La Costa Towne Square Plan Check	\$ 8,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0596	Astor Gardens	\$ 7,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0647	135 Daphne Street	\$ 13,400		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0648	Sheridan Road 04-068	\$ 10,085		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0869	Leucadia Grove Project	\$ 10,800		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0697	La Costa Greens 1.16 CT 05-05	\$ 29,595		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0899	Plan Checking Fees - Hymettus Project	\$ 45,500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0737	Hidayat Annexation	\$ 20,460		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0753	La Costa Canyon & Views	\$ 5,500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0791	Target	\$ 2,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0798	Hilton Carlsbad	\$ 12,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0805	Hymettus Ave Sewer Extension	\$ 17,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0806	7-11 Leucadia Blvd	\$ 1,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0808	Seaside Ridge	\$ 16,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0809	Villas de la Costa	\$ 1,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0814	Calypso Cafe	\$ 1,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0818	2732 Cazadero St Encroachment	\$ 500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0820	379 Fulvia Street	\$ 500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0821	Kohl's Access Road	\$ 2,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0828	Pandora Pizza	\$ 1,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0830	743-745 Neptune Avenue	\$ 1,000		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0831	1159 Larksong	\$ 500		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0832	Chick-III-A	\$ 2,100		12/31/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	4407.1000	As Needed Engineering	\$ 126,758		9/16/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0813	Dos Palmas Bakery	\$ 3,250		8/24/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0822	Jersey Mike's	\$ 1,000		8/24/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0824	3811 Dusty Trails	\$ 500		8/24/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0826	Thai Society	\$ 1,000		8/24/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0827	The Kebab Shop	\$ 1,000		8/24/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0708	Eaton Beach Estates	\$ 2,300		7/29/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0743	Phoebe St / Hwy 101	\$ 400		7/29/2011
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0823	Coffee Coffee	\$ 1,000		7/29/2011
Orange County Sanitation District	10844 Ellis Avenue Fountain Valley, CA 92708-7018	Piko, Victoria			7193	Southwest Costa Mesa Trunk	\$ 884,025	11/16/2011	
Ramona Municipal Water District	105 West Earham Street Ramona, CA 92065-1599	Barnum, David	(760)789-1330		7039	Engineering Management Services	\$ 120,000	7/12/2011	
Rancho California Water District	42135 Winchester Road Temecula, CA 92589	Wallace, Corey	951-296-6900	951-296-6860	7087	SWRCB Construction General Permit Assist	\$ -		12/6/2011
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1020	BID Management	\$ 399,600		9/30/2011
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1022	LID Management	\$ 23,400		9/30/2011
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1021	Operations	\$ 561,600		9/2/2011
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1026	Sewer Maintenance	\$ 388,800		8/17/2011
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1120	BID Management	\$ 399,600	7/1/2011	
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1121	Operations	\$ 561,600	7/1/2011	



2011 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1122	LID Management	\$ 23,400	7/1/2011	
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1128	Sewer Maintenance	\$ 388,800	7/1/2011	
Rancho Santa Fe Community Service District	c/o Dudek 605 Third Street Encinitas, CA 92024				314.1130	GIS Services	\$ 8,000	9/9/2011	
Rincon Del Diablo Municipal Water Dist.	1920 North Iris Lane Escondido, CA 92026-1399				6905	Northwest Recycled Water Expansion PO#	\$ 62,053	2/28/2011	
Riverside Community College District	4800 Magnolia Avenue Riverside, CA 92506	Payable, Accounts	951-222-8022		7017	Moreno Valley Campus Network operations	\$ 4,300	6/13/2011	7/29/2011
Riverside Community College District	4800 Magnolia Avenue Riverside, CA 92506	Payable, Accounts	951-222-8022		6954	CEQA and Historic Resource Review for AD	\$ 12,710	4/11/2011	
San Dieguito Water District	160 Calle Magdalena Encinitas, CA 92024	Knoll, Blair	(760)633-2793	(760)633-2627	7113	Andrew Avenue Sidewalk	\$ 5,000		10/12/2011
San Dieguito Water District	605 South Vulcan Encinitas, CA 92024-3633	Knoll, Blair	(760)633-2793	(760)633-2627	6942	Design for Motorized Actuators and Valve	\$ 91,956	4/4/2011	
San Marcos Unified School District	255 Pico Avenue, Suite 250 San Marcos, CA 92069	Tanner, Kathy	(760) 290-2650		7054	San Eljo Elementary School	\$ 1,945		8/11/2011
Santa Barbara County Water Agency	123 E. Anapamu Street Santa Barbara, CA 93101	Kaifiy, Matt			6925	Casmalia CSD / Component 4 - State Agrmt	\$ 59,750	3/16/2011	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		7005	Tree Maintenance Specifications	\$ 2,350	6/2/2011	
Santa Margarita Water District	P.O. Box 7005 Mission Viejo, CA 92690-7005	Accounts Payable	(949)459-6590		7010	Mutual Water Company Water Lease MND	\$ 37,990	6/8/2011	
SCAP	605 3rd Street Encinitas, CA 92024	Pastore, John			4957.0010	SCAP Management 2011-2012	\$ 411,100		6/30/2012
SCAP	605 3rd Street Encinitas, CA 92024	Pastore, John			4957.0011	As Needed Services	\$ 12,500		6/30/2012
SCAP	605 3rd Street Encinitas, CA 92024	Pastore, John			4957.0009	As Needed Services	\$ 12,000		9/13/2011
SCAP	605 3rd Street Encinitas, CA 92024	Pastore, John			4957.0008	SCAP Management 2010-2011	\$ 411,100		9/8/2011
Seeley County Water District	1898 W. Main Street Seeley, CA 92273	Cornejo, Frank			6968	Alpha-BHC Compliance Plan - PO # 6485	\$ 12,000	4/27/2011	10/7/2011
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	7134	Monitoring for Emergency Sludge Force Ma	\$ 25,000		12/1/2011
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6990	SOCWA Biosolids Handling Facility Partic	\$ 63,788	2/21/2011	
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6928	Emergency Sludge Force Main Replacement	\$ 33,894	3/22/2011	
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6932	Design Services for Emergency Replacemnt	\$ 40,176	3/24/2011	
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	6938	Coastal Treatment Plant Sludge Force Mai	\$ 297,980	3/30/2011	
South Orange County Wastewater Authority	34156 Del Obispo Street Dana Point, CA 92629	Peck, Brian	949-234-5411	949-489-0130	7007	SOCWA Coastal Treatment Plant-FPP	\$ 3,750	6/2/2011	
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0088	SCE GRM Project - WCR Project Sheephole	\$ 9,152		1/5/2012
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0076	Environmental Assessment for the Little	\$ 15,680		12/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0044	Scott Bracket Replacement Pole and Trans	\$ 5,143		12/19/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	7219	Valley-Ivyglen Conservation Plan	\$ 102,500		12/12/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	7082.0002	General Wetland Permitting	\$ 97,740		11/28/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0001	DPV2 Extension of Staff	\$ 566,000		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0002	El Casco Extension of Staff	\$ 168,350		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0004	Extension of Staff-Galen	\$ 326,700		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0006	Cross Valley	\$ 445,250		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0015	Contingent-Randall	\$ 73,150		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0016	Alberhill (IO# 301562)	\$ 5,600		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0028	El Casco Subtransmission (IO# 309899)	\$ 63,125		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.013A	Fogarty Substation (IO# 301498)	\$ 10,500		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.013B	Valley-Ivyglen Phase 1 (IO# 313095)	\$ 28,825		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.013C	Valley-Ivyglen Phase 2 (IO# 313095)	\$ 4,500		11/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0102	Focused Botanical Survey for the Kernu	\$ 20,631		11/18/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0096	Change Out Overhead RCS Cost Center 6085	\$ 6,268		11/17/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0097	CE GRM Project - Damaged Pole (TD633597)	\$ 5,370		11/8/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0099	SCE GRM Project - Line Extension - 63839	\$ 5,312		11/8/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0073	Routine Preventive Maintenance TD504460	\$ 3,185		11/4/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0018	DPV2 Jurisdictional Delineation	\$ 31,210		10/23/2011



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Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/ Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0103	Lytle Creek Road Washout	\$ 14,635		10/20/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0092	Nesting Bird Survey- WO#900474070	\$ 302		9/27/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0093	Biological Monitoring WO#508220	\$ 725		9/27/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0094	Biological Monitoring for the Gorman-KR1	\$ 1,281		9/27/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0095	Biological Monitoring for the Deterioral	\$ 1,061		9/27/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0088	EMT Tower Retrofit Project (SAP800387908	\$ 12,100		9/19/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0090	CHO TD511588, Los Padres National Forest	\$ 5,343		9/15/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0091	Nesting Bnd Survey - Work Order 9005013	\$ 446		9/13/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0100	Preconstruction Survey for Burrowing Owl	\$ 735		9/13/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0101	Nesting Bird Survey for TD511283	\$ 496		9/13/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0085	SCE GRM Project: Intake 16kV Cutover (TD	\$ 20,945		9/9/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0009	General Wetland Permitting	\$ 415,200		8/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.002A	El Casco Substation (IO # 309790)	\$ 240,000		8/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0083	Prado 12kV WCR - TD493280	\$ 11,322		8/22/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0084	Capital Handoff - TD492522, IO318973	\$ 5,360		8/15/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0089	Leatherneck Substation 2081 Permit Appli	\$ 4,340		8/3/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0086	SCE-Remove Idle Facilities (TD525428	\$ 2,938		8/2/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0087	Santa Ana River Leaning Tower Emergency	\$ 7,115		8/2/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0071	Leatherneck Substation 2081 Permit Appli	\$ 15,415		8/1/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.0013	Valley Hygiene	\$ 87,960		7/29/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0068	Sheephole 33kv WCR TD 498491	\$ 10,388		7/27/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0082	Emergency Pole Replacement Project - TD5	\$ 5,136		8/24/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0080	Relocate Facilities - TD 508153 Project	\$ 2,890		6/3/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0081	Biological Monitoring for TD49741	\$ 1,132		8/1/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0077	TD314177 DSP Ruiz Circuit % Fogarty Sub	\$ 7,423		5/27/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0079	Replace Guy Stub Pole/Little Mountain -	\$ 2,967		5/27/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0072	SCE CRM Project, TD 488886	\$ 5,930		5/17/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0070	El Dorado-Ivanpah Restoration Plan	\$ 4,860		4/26/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6473.002C	IT/FOC/Mill Creek - 309800	\$ 31,931		4/21/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0065	Remove Idle Facilities Project, TD 48888	\$ 7,010		4/18/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0067	Sheephole 33kv WCR TD 498888	\$ 9,290		3/30/2011
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770				6567.0037	Idle Facilities Removal 4 Poles and XFMR	\$ 4,763		3/3/2011
Tejon Castac Water District	P.O. Box 1000 Lebec, CA 93243	Burgdorf, Bonnie			6976	Bear Trap Improvement	\$ 197,180	5/4/2011	
Triunfo Sanitation District	1001 Partridge Drive, Suite 150 Ventura, CA 93003	Coleman, Sally	805) 658-4605	805) 658-4615	6978	Conifer Tank Replacement	\$ 595,540	5/5/2011	
University of California, San Diego	Physical Planning Office 9500 Gilman Drive MC 0074 La Jolla, CA 92093-0074	Fresmyk, Catherine	858-534-3860		6989	SIO Research Support Facilities	\$ 59,788	5/16/2011	1/20/2012
Western Riverside County Reg Conservation	3403 Tenth Street, Suite 320 Riverside, CA 92501	Director, Executive			6958	Assistance to RCA in MSHCP Implementatio	\$ 600,000	4/14/2011	
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1022	LID Management	\$ 28,080		9/30/2011
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1020	SID Management	\$ 84,000		9/29/2011
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1021	Operations	\$ 218,400		8/17/2011
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1120	SID Management	\$ 84,000	7/1/2011	
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1121	Operations	\$ 218,400	7/1/2011	
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1122	LID Management	\$ 28,080	7/1/2011	
Whispering Palms Community Services District	c/o Dudek 605 Third Street Encinitas, CA 92024				177.1130	GIS Services	\$ 8,000	9/9/2011	
Yucalpa Valley Water District	12770 Second Street Yucalpa, CA 92399-0730	Anton, Brent	909-797-5119		5744.002C	Crow Street Water & Sewer Pipeline Dsgn	\$ 70,008	8/3/2011	1/15/2012



2012 Public Projects

Client Name	Client Address	Contact Name	Contact Phone	Contact Fax	Project/Contract Number	Type of Service	Dollar Amount	Contract Start Date	Completion Date
Casmalia Community Services District	P.O. Box 207 Casmalia, CA 93429	Vaglia, Virgil	805-864-3013		7055	Water Storage Tank Replacement	\$ 72,850		3/1/2012
City of Carlsbad	1635 Faraday Ave Carlsbad, CA 92008-7314				6251.0001	Sewer Master Plan Update	\$ 17,940	2/2/2012	5/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.0001	As-Needed Engineering and Environmental	\$ 34,080		6/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.002A	As-Needed - P.O. Y12376	\$ 119,987		6/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Daly, Jonathan			6442.002B	As-Needed - P.O. Y12376	\$ 81,312		6/1/2012
City of Corona	400 South Vicentia Avenue Corona, CA 92882	Weisman, Vernon	(909)736-2274		6442.0003	As-Needed - P.O. Y12376	\$ 69,856		2/1/2012
City of Culver City	9770 Culver Boulevard Culver City, CA 90232-0507	Wang, Hong			7307	Sewer and Forcemain Rehabilitation	\$ 9,430	3/14/2012	
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0000	As Needed Engineering Services	\$ 86,061		6/30/2012
City of Del Mar	1050 Camino Del Mar Del Mar, CA 92028	Bride, Joe	858-755-9313	858-755-2794	6451.0005	San Dieguito Drive Drainage Project	\$ 21,835		2/27/2012
City of Indio	PO Box 1788 Indio, CA 92202	Macy, Brian	(760)342-6530	(760)342-6556	7255	Site Electrical Audit	\$ 35,520	2/7/2012	5/15/2012
City of Moreno Valley	P.O. Box 88005 Moreno Valley, CA 92552-0805	Lezarus, Margery	951.413.3133		7282	On Call Civil Engineering Services	\$ -	3/1/2012	3/1/2013
City of Palm Desert	73-510 Fred Waring Drive Palm Desert, CA 92260				7247	Desert Willow GC Clubhouse Drainage Impr	\$ 3,515	1/25/2012	
City of San Bernardino	Water Department 300 North D Street San Bernardino, CA 92401	Navarez, Mike	909-384-5192	909-384-5260	7225	CIEQA Categorical Exemption Letter	\$ 1,980		3/1/2012
City of San Diego	9370 Chesapeake Drive, Suite 100 MS 1900 San Diego, CA 92123-	Jarque, Anne			7066	Tijuana River Valley Channel Maintenance	\$ 18,795		1/6/2012
City of Thousand Oaks	2100 Thousand Oaks Blvd Thousand Oaks, CA 91362	Lazo, Dan	805-449-2443		6548.0002	Biological Monitoring - Borchard-US 101	\$ 49,856		6/1/2012
Coachella Valley Water District	85-995 Avenue 52 P.O. Box 1058 Coachella, CA 92236	Wilcox, Donnell			7288	Water Reclamation Plant #10	\$ 138,560	2/28/2012	
County of San Diego	5500 Overland Avenue, Suite 315 San Diego, CA 92123	Perrett, Mark	858-694-2693		6604.0003	Spring Valley Outfall Sewer - Ped Bridge	\$ 38,431	5/4/2012	8/1/2012
County of San Diego	5500 Overland Avenue, Suite 315 San Diego, CA 92123	Perrett, Mark	858-694-2693		6645.0002	Trunk D Sewer Replacement	\$ 77,650		3/1/2012
County of Santa Barbara	912 W. Foster Road Santa Maria, CA 93455 United States	Morrison, Todd	805-568-3400	805-568-3414	7207	San Joaquin Kit Fox Habitat Assessment	\$ 3,343		1/23/2012
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	Pape, Jeff	951-277-1414	951-277-1419	7361	Construction Support Services	\$ 17,920	4/20/2012	12/31/2012
Lee Lake Water District	22646 Temescal Canyon Road Corona, CA 92883-5015	McCullough, Mel			7264	Dawson Canyon Reservoir Technical Memo	\$ 18,450	2/7/2012	5/31/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009				3251.0100	Grading Plan Checks	\$ 37,868		5/15/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0839	455 Hillcrest Drive	\$ 500	2/23/2012	3/12/2012
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0837	Native Foods Cafe	\$ 2,340	1/30/2012	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0838	Cope Annex	\$ 3,500	2/8/2012	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009				3252.0723	Vulcan Ocean View	\$ 4,800	2/24/2012	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0840	1601 Caudor Street	\$ 500	3/22/2012	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0841	1235 Neptune Avenue	\$ 500	3/26/2012	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0842	Starbucks I-5	\$ 1,000	4/19/2012	
Leucadia Wastewater District	1960 La Costa Avenue Carlsbad, CA 92009	Bushee, Paul	760-753-0155	760-752-3094	3252.0844	La Costa Town Square Commercial Portion	\$ 5,000	5/3/2012	
Pauma Valley Community Services District	P.O. Box 434 Pauma Valley, CA 92061 United States	Houser, Mindy	760-742-1909	760-742-1588	7195	GM Consulting Services	\$ 10,000	1/1/2012	
Ramona Municipal Water District	105 West Earham Street Ramona, CA 92065-1599	Barnum, David	(760)789-1330		7039.0002	Engineering Services	\$ 180,000	1/1/2012	12/31/2012
San Esjo Joint Powers Authority	1925 Palomar Oaks Way Suite 300 Carlsbad, CA 92008	Trees, Chris	(760)438-7755		7256	GIS Modeling - Recycled Water System	\$ 5,600	2/1/2012	2/17/2012
SCAP	605 3rd Street Encinitas, CA 92024	Pastore, John			4957.0010	SCAP Management 2011-2012	\$ 411,100		6/30/2012
SCAP	605 3rd Street Encinitas, CA 92024	Pastore, John			4957.0011	As Needed Services	\$ 12,500		6/30/2012
South Coast Water District	31592 West Street Laguna Beach, CA 92651				6826.0001	AWT Supply Enhancements	\$ 73,150	2/28/2012	8/24/2012
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Accounts Payable	626-302-9541	626-302-9730	6567.0098	SCE GRM Project - WCR Project Sheephole	\$ 9,152		1/5/2012
Southern California Edison Company	P.O. Box 700 Rosemead, CA 91770	Payable Division, Accounts	562-491-2207		6583.0002	Mountainview Power Brine Line Extension	\$ 81,118	4/23/2012	
Vallécitos Water District	201 Vallécitos del Oro San Marcos, CA 92024	Schoil, Robert			7277	Odor Control Study	\$ 114,493	2/21/2012	

## PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** Dudek

List of all contracts that have been terminated within the past three (3) years. N/A. Dudek has had NO terminated contracts in the past three years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # (   )	Fax # (   )
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # (   )	Fax # (   )
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # (   )	Fax # (   )
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # (   )	Fax # (   )
Name or Contract No.		Reason for Termination:		



## BUSINESS AND FINANCIAL SUMMARY

**1. BACKGROUND.** Provide a summary description of your relevant background information demonstrating your firm's capacity to perform the required Contract work.  
See attached sheet

**2. EXPERIENCE.** Provide your experience consulting with public and private sector developers on California Coastal Commission proceedings on Local Coastal Program Amendments and coastal permits.  
See attached sheet

**3. CLIENT REFERENCES.** List all experience your firm has had in the past five years performing California Coastal Commission consultant services. At least five years' experience must be demonstrated. **At a minimum, five references should be submitted.**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.

**Attach additional pages if necessary**

See attached sheet

**4. PROPOSER'S QUALIFICATIONS:**

See attached sheet

- a. Proposer shall attach a written description of one or more specific issues involving the CCC in which Proposer played a key role, including a description of the issue, strategy used to address the CCC's interests, recommendations and result of the issue(s).
- b. Proposer shall demonstrate its knowledge of the California Coastal Commission (CCC), including history of the CCC, governing law, regulations, staff and rulings; and
- c. Proposer shall demonstrate its experience in working with key representatives and members of the CCC.

**5. How many full-time employees does your firm employ?** 214

**6. Attach an organizational chart or describe the organization of your firm:** Please see attached organizational chart.

See attached sheet

**7. CREDIT REFERENCES. List at least three recent credit or financial references:**

Name	Address	Business Relationship	Contact Person	Phone Number

See attached sheet

8. **EVIDENCE OF INSURABILITY.** Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.25 of the Sample Contract.

9. **ADDITIONAL INFORMATION** (Attach additional pages if necessary):

Signature: \_\_\_\_\_

Date: 5-30-12

Title: Chief Financial Officer

## P-5: Business and Financial Summary

### I. BACKGROUND

For over 30 years, Dudek has been providing practical solutions for California's open space, land development, energy, transportation, water infrastructure, and municipal projects. Our mid-sized structure allows us to be nimble problem solvers with project managers who stay involved in clients' projects from start to finish while offering a depth and variety of services. Our environmental team focuses on:

**Development** We have in-depth experience managing projects where science, regulatory requirements, and community and stakeholder interests' converge. We guide clients through analysis, entitlement, permitting, and implementing master-plan communities, private development and public infrastructure, and recreation projects.

**Resource Management** We provide science-based analysis for preserve design and species survey methodologies coupled with habitat planning, permitting, design and installation expertise.

**Conservation** We plan and design practical, sustainable approaches for land management, water supply, and species biodiversity.

#### DUDEK SERVICES

- Agency Permitting
- Biological Surveys and Monitoring
- CEQA/NEPA Compliance
- Coastal Planning/Permitting
- Civil Engineering
- Climate Change Analysis and Planning
- Construction Management
- Habitat Restoration and Management
- Hazardous Materials Testing
- Hydrology
- Sustainability Planning
- Urban Forestry
- Wildfire Protection Planning
- Water Conservation Planning
- Water Infrastructure Planning & Design

Our professionals are trained to find practical, cost-effective approaches to help clients achieve their specific project goals. We work to build your trust, which allows us to offer constructive solutions with your project's long-term success in mind.

### Diverse Capacity to Perform

Our depth and breadth of experience means we can quickly assemble and mobilize the right team for your project. Our 250-person in-house team includes:

- AICP-certified environmental planners
- CDFG and USFWS certified biologists
- Registered professional archaeologists
- Registered landscape architects
- Registered environmental assessors
- Certified arborists and foresters
- Professional foresters
- Noise and air quality specialists
- Accredited LEED professionals
- Certified GIS professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers
- Licensed contractors.

### Quality Control

Dudek's technical editorial and publications department uses efficient, accurate styles and agency templates, when applicable, to produce high-quality documents done right the first time. Dudek's geographic information system (GIS) staff helps clients and regulators quickly evaluate complex project issues with topological modeling, resource constraints, infrastructure mapping and modeling, and spatial analysis. Dudek is committed to supporting our quality services with accurate, usable data and documents.

## Coastal Experts

Dudek planners are recognized experts in coastal planning and development permitting strategy. Our work on high-profile public works projects in California's coastal zone has established the firm's leadership role in the specialized area of coastal environmental planning in preparing PWP's and LCP amendments for large regional projects.

These projects include the recently completed Malibu Parks Public Access Enhancement Plan for the Mountains Recreation and Conservation Authority and the pending San Diego North Coast Corridor Transportation and Resource Enhancement Program/PWP. Dudek's coastal planning experience, combined with our understanding of County local coastal program responsibilities, internal processes, and land-use planning goals, allows for direct insight into the decision-making process and expectations of the CCC to facilitate obtaining CCC support for the proposed projects without compromising the goals and objectives of the County.

## 2. EXPERIENCE

### **SAN DIEGO NORTH COAST CORRIDOR TRANSPORTATION AND RESOURCE ENHANCEMENT PROGRAM PUBLIC WORKS PLAN**

CLIENT: San Diego Association of Governments/California Department of Transportation, under contract to Kimley-Horn and Associates Inc.

The Dudek team was subcontracted by Kimley-Horn and Associates Inc. on behalf of the San Diego Association of Governments (SANDAG) and California Department of Transportation (Caltrans) to provide coastal development analysis, permitting, and documents associated with the Interstate 5 (I-5) North Coast Corridor PWP. The PWP addresses improvements to mobility, coastal access, and natural resources in San Diego's North County.



The proposed improvements to I-5 and the Los Angeles-to-San Diego (LOSSAN) rail corridor in northern San Diego County consist of adding managed lanes to I-5 (including a number of bridge and interchange structure replacement and community enhancement projects), double-tracking of and station improvements for the LOSSAN rail corridor, and development of a comprehensive coastal resource enhancement program addressing impacts to five coastal lagoons and natural resources within the 30-mile transportation corridor. These improvements potentially impact coastal wetlands and other coastal resources, including environmentally sensitive habitat.

Dudek coastal planners are preparing and processing the PWP, LCP amendments for five cities, and a federal consistency review analysis for the transportation improvement program. The PWP is an alternative to project-by-project review, and provides a comprehensive permitting vehicle for obtaining CCC approval of the plan's improvements pursuant to the California Coastal Act and LCPs. LCP amendments are being developed concurrently with the PWP to establish the policy framework for plan implementation, including developing specific standards to address wetland and environmentally sensitive habitat use and setback requirements, water quality treatment criteria, agricultural resource impact mitigation, and project phasing.

## **CITY OF MORRO BAY/CAYUCOS SANITARY DISTRICT WASTEWATER TREATMENT PLANT UPGRADE PROJECT**

CLIENT: City of Morro Bay & Cayucos Sanitary District

Dudek coastal planners are serving as project manager, engineering support, and CCC liaison to resolve an appeal of a city-approved coastal development permit for a project involving an upgrade to the City of Morro Bay/Cayucos Sanitary District (MBCSD) Wastewater Treatment Plant. The plant will provide full secondary treatment for effluent discharged to the ocean and additional tertiary filtration for beneficial reuse in the communities of Morro Bay and Cayucos, San Luis Obispo County. Dudek is working with MBCSD, various stakeholders, and CCC personnel to conduct a thorough alternatives analysis and additional technical studies to secure CCC staff support of the project and expedite the CCC's de novo hearing process by addressing coastal policy issues including:



- Shoreline hazards
- Coastal-priority land uses
- Floodplain development
- Sustainable use of public resources
- Cultural and visual resources
- Coastal access and recreation.

## **MALIBU PARKS PUBLIC ACCESS ENHANCEMENT PLAN**

CLIENT: Mountains Recreation and Conservation Authority

The Dudek team was contracted by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority, a public entity established by a joint powers agreement between the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District, based in Los Angeles, to assist in preparing an LCP amendment, PWP, and associated CEQA review for the Mountains Recreation and Conservation Authority's plan to improve 1,700 acres of regional parklands in the Santa Monica Mountains. The plan included developing a variety of camping areas, an integrated trail network, associated support facilities, and maintenance guidelines. The Dudek team's coastal planning and policy professional prepared an LCP amendment and PWP to streamline CCC review of the project and expedite project implementation.



The Dudek team prepared technical studies and conducted environmental analysis for an environmental impact report (EIR) to support the PWP review process, including biology surveys, visual resources, noise, air quality, transportation/circulation, hazards, hydrology/water quality, cultural resources, and policy consistency analysis. Dudek also represented the plan on behalf of the Mountains Recreation and Conservation Authority at public outreach workshops and at public hearings before the City of Malibu and CCC. The LCP amendment was approved by the CCC in June 2009, and the PWP was subsequently approved by the CCC in October 2010. The successful application was only the third new PWP approved by the commission in the last 10 years, and it was supported by a unique LCP amendment override process, one of only two such amendments ever approved by the commission.

## **SANTA BARBARA MUNICIPAL AIRPORT AIRFIELD SAFETY PROJECT, LCP AMENDMENT**

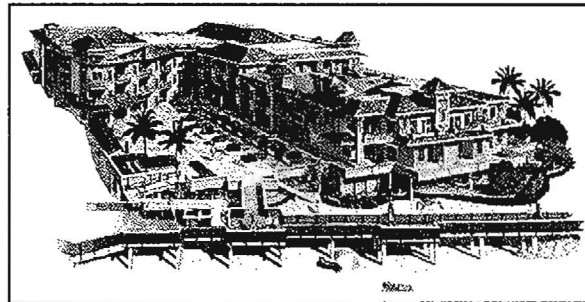
CLIENT: City of Santa Barbara

Dudek coastal planners provided analysis and recommendation for CCC review and certification of the City of Santa Barbara Airport and Goleta Slough LCP amendment, which was proposed to facilitate development of necessary airfield safety projects and associated wetland and upland habitat restoration plans, to define new resource impact mitigation policies for the airport property, and to incorporate a draft aviation facilities plan into the city's certified LCP.

## **BEACHWALK RESORT**

Client: HMW Group

Dudek served as project manager and CCC liaison to resolve an appeal of a city-approved coastal development permit for a project involving demolition of 13 residential cabins and a 7,000-square-foot commercial building, and construction of a 77,585-square-foot, three-story, 69-room oceanfront hotel and subterranean parking structure in downtown Pismo Beach, located in San Luis Obispo County.

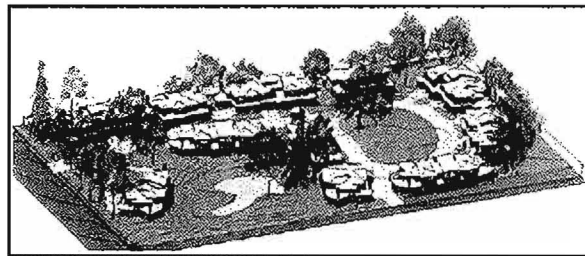


Dudek worked with HMW Group and CCC personnel to develop mitigation plans and conduct technical study and analysis to address coastal policy issues related to shoreline hazards and protection, visual resources, and coastal recreation to secure CCC staff support of the project and expedite the appeals process. The project was unanimously approved by the CCC in July 2007.

## **GREEN HERON SPRING LCP AMENDMENT AND RESIDENTIAL DEVELOPMENT**

Client: Scott Ellinwood

Dudek began work as the project planner and CCC liaison in 2004 for a 34-unit condominium project located in unincorporated Santa Barbara County. The project included annexation to the City of Carpinteria, enrollment in the State Water Resources Control Board (SWRCB) General Waste Discharge Requirements Program for



pond habitat restoration and water reclamation, a coastal development permit, and a land use plan amendment for the City of Carpinteria's LCP. Dudek facilitated permitting requirements with the SWRCB, and coordinated closely with City of Carpinteria and CCC personnel to develop environmental documentation and prepare an LCP amendment to modify wetland and environmentally sensitive habitat use and setback standards to enable development of the site.

The General Waste Discharge Requirement enrollment for the project was approved by the Central Coast Regional Water Quality Control Board in January 2006. The project's coastal development permit and coastal land use plan amendment were approved by the City of Carpinteria City Council in November 2007; the land use plan amendment was then certified by the CCC in February 2009.



### **3. CLIENT REFERENCES**

#### **Mountains Recreation and Conservation Authority**

5810 Ramirez Canyon Road  
Malibu, California 90265  
Paul Edelman, Chief of Natural Resources and Planning  
310.589.3200, ext. 128  
Start: 09/05  
End: 10/10 (project completion date; we still do GIS/mapping work for them)

#### **San Diego Association of Governments**

401 B Street, Suite 800  
San Diego, California 92101  
Rob Rundle, Project Manager  
619.699.6949  
Start: 12/08  
End: Current

#### **Munger, Tolles & Olson LLP**

355 South Grand Avenue  
Los Angeles, California 90071  
Richard Volpert, Legal Counsel  
213.683.9101  
Start: 07/11  
End: Current

#### **California Department of Transportation**

4050 Taylor Street, MS 122  
San Diego, California 92110  
Arturo Jacobo, Project Manager  
619.688.6816  
Start: 12/08  
End: Current

#### **City of Morro Bay/ Cayucos Sanitary District**

595 Shasta Avenue  
Morro Bay, California 93422  
Dennis Delzeit, Project Manager  
805.441.1863  
Start: 06/11  
End: Current

#### **Brooks Street**

1300 Quail Street, Suite 100  
Newport Beach, California 92660  
Chris Yelich, Principal  
949.500.9497  
Start: 02/04  
End: Current

#### **HMW Group**

124 West Main Street, Suite G  
Santa Maria, California, 93458  
Anthony Wells, Principal  
805.922.9129  
Start: 03/06  
End: 04/09

#### **Green Heron Spring**

1300 Cravens Lane  
Carpinteria, California 93013  
Scott Ellinwood, Owner/Project Manager  
805.684.0593  
Start: 01/05  
End: 01/09

#### **Investec**

200 East Carrillo Street  
Santa Barbara, California 93101  
Charles Eckberg  
805.962.8989  
Start: 01/07  
End: 12/08

#### 4. PROPOSAL QUALIFICATIONS

Dudek's coastal planning group is led by April Winecki, a former CCC Staff Analyst who has been providing CCC consulting services to public and private entities for 10 years. Dudek's experience providing coastal consulting services for a variety of public agencies and private developers on projects similar to those anticipated for the Department's as-needed CCC consulting services contract enhances our understanding of the potential CCC coordination and procedural challenges faced by the Department.

We have successfully worked on projects involving amendments to LCPs, processing of coastal development permit applications, resolution of coastal development permit appeals and CCC enforcement actions, and federal consistency reviews. Our CCC consulting experience includes CCC actions dealing with all aspects of coastal policy issues, including public access (including traffic and parking issues), coastal-dependent development, visitor-serving uses, visual quality, environmentally sensitive habitat (ESHA) protection, water quality, greenhouse gas emissions, sea level rise and shoreline processes, and neighborhood compatibility. In addition, our experienced professionals facilitate project planning, resource agency approvals, environmental documentation, and public outreach.

We recently provided these services for the Malibu Parks Public Access Enhancement Plan LCP amendment, PWP, and EIR for the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority in unincorporated Los Angeles County, and are currently serving as adjunct staff for the San Diego North Coast Corridor Transportation and Resource Enhancement Program/PWP. Dudek's management of the development and processing of these PWPs and associated LCP amendments with the CCC for two of coastal California's most significant public improvement projects in the Los Angeles and San Diego regions demonstrates Dudek's ability to represent the interests of the Department and maintain liaison with CCC staff on complicated and often controversial projects.

Dudek prepared and secured approval of the Malibu Parks Public Access Enhancement Program LCP amendment utilizing the California Coastal Act override procedures, and a PWP for a regional park and recreational facility planning and improvement program extending approximately 1,700 acres of land in the City of Malibu and Los Angeles County. The CCC approved the LCP amendment override in June 2009, and unanimously approved the PWP in October 2010 to high praise. CCC South Central Coast District staff noted that ***"this is exactly the type of project anticipated under the Coastal Act, and a very thorough and well-written PWP."***

Controversial issues included maintaining public access to important coastal resources, protection of ESHA and significant view corridors, neighborhood compatibility, and fire and hazards protection. The Dudek team's coastal planning and policy professionals prepared an LCP amendment and PWP to resolve these issues through development of comprehensive and detailed policies used to streamline subsequent CCC review of the project and expedite project implementation.

Dudek's coastal planners recently prepared and released the Draft North Coast Corridor Transportation and Resource Enhancement Program (TREP)/PWP for a program of multimodal transportation and coastal resource enhancement projects in the North Coast Corridor of San Diego County. Dudek is leading the effort to coordinate and facilitate information exchange, comments, and dialogue with CCC (San Diego District) staff, Caltrans, SANDAG, and the six local jurisdictions affected by the project, including preparation of policy analysis presentations and workshops, and written correspondence and graphics. The planning and permitting effort for the TREP/PWP involves bimonthly meetings of our project team with CCC's San Diego District

director, program manager, and staff analyst to facilitate issue resolution for the project relative to CCC policy interpretation, procedural requirements, and supplemental data/information requests.

In addition to developing these comprehensive coastal planning and permitting programs, Dudek's coastal planners have successfully prepared and processed dozens of governmental and nongovernmental development entitlements throughout coastal California, facilitating CCC staff review of project applications and representing projects at CCC proceedings involving coastal development permits in areas of retained CCC jurisdiction, coastal development permit appeals, and federal consistency reviews. Having coastal planners that ***specialize full time in CCC policy and procedures***, Dudek offers an extensive history of successful coastal planning, permitting, and permit appeals support before the CCC and maintains a positive and effective working relationship with CCC staff throughout the coastal zone.

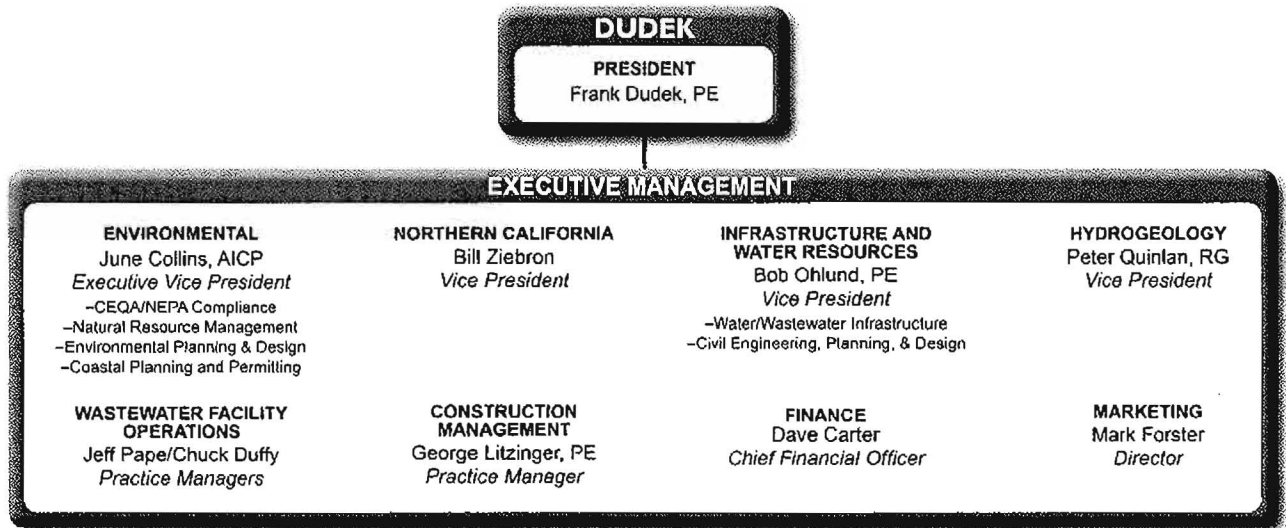
Our in-depth knowledge of all aspects of CCC laws, regulations, procedures and policy interpretation has been applied over the last several years through an as-needed CCC consulting services contract to support the Caltrans Statewide Division of Environmental Analysis. Dudek's coastal planners have been working with Caltrans headquarters staff and personnel of Caltrans districts throughout the state to facilitate the division's understanding of CCC policies, regulations, procedures, and common practices, including recently completing a comprehensive update of the Caltrans Standard Environmental Reference Chapter 18, focusing on coastal zone compliance. The updated Standard Environmental Reference Chapter 18 is the primary reference document intended to assist Caltrans personnel in understanding federal, state, and local programs ensuring California Coastal Act compliance, and CCC staff interpretation and application of coastal policies potentially affecting the coastal development review process, and to provide insight into hearing requirements, preparation, and success strategy.

Dudek's coastal planning and permitting experience, combined with our understanding of the CCC's responsibilities, internal processes, and land-use planning goals, allows for direct insight into the decision-making process and expectations of the CCC. Our project team's coastal planning and permitting experience for significant public improvement programs and private development projects will provide the Department with cost-effective and responsive CCC consulting and liaison services. Dudek's work plan will serve to facilitate CCC understanding and support of projects implemented pursuant to the County's certified LCPs, including those requiring LCP amendment, and projects located within uncertified areas of the County or areas of the CCC's retained permit jurisdiction, without compromising the goals and objectives of the Department for development in the County's coastal zone area.

## 5. FULL-TIME EMPLOYEES

Listed in form.

## 6. FIRM ORGANIZATIONAL CHART



## 7. CREDIT REFERENCES

See attached sheet.

## 8. EVIDENCE OF INSURABILITY

See attached sheet.

## 9. ADDITIONAL INFORMATION

None.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703

MICHAEL J. HALL &amp; COMPANY

A/E INSURANCE SERVICES

19660 10TH AVENUE N.E.

POULSBO WA 98370

Agency Lic#: 0792445

CONTACT NAME: MICHAEL J. HALL &amp; COMPANY

PHONE (A/C, No, Ext): (360) 598-3700

FAX (A/C, No): (360) 598-3703

E-MAIL:

ADDRESS:

PRODUCER CUSTOMER ID: 25

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: American Automobile Insurance Co.

21849

INSURER B: Greenwich Insurance Company

22322

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Dudek

605 3Rd Street

Encinitas, CA 92024-3513

## COVERAGES

CERTIFICATE NUMBER: 147938

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MZG80933786	08/28/11	08/28/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> OCP, XCU, BFPO						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			MZG80933786	08/28/11	08/28/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			CGX57621732	08/28/11	08/28/12	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZC80996622	08/28/11	08/28/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE-POLICY LIMIT \$ 1,000,000
B	Professional Liability: Claims Made Form			PEC002403104	08/28/11	08/28/12	\$1,000,000 Per Claim
	Contractors Pollution Liability: Occurrence						\$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attention:

ACORD 25 (2009/09)

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## STAFFING AND WORK PLAN

**1a. STAFFING PLAN:** Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person's resume.** (Attached)

Position	Name	Experience	Responsibility
Principal Planning Consultant	April Winecki	14 years' planning experience, specializing in coastal resource planning and policy analysis, land use, and environmental impact analysis.	Detailed responsibilities included on attached sheet
Senior Project Manager	Alison Evans	12 years' experience specializing in project planning and regulatory compliance pursuant to CEQA/NEPA and California Coastal Act.	Detailed responsibilities included on attached sheet
Senior Planner	Jonathan Leech	17 years' experience as an environmental analyst, specializing in impact assessment, field research, and land use analysis	Detailed responsibilities included on attached sheet
Contractor's Representative	David Carter	30 years of financial planning and analysis	Detailed responsibilities included on attached sheet
Other: Coastal Planning Specialists	Alison Evans and Jennifer Pace	With 12 and 4 years of experience, respectively, Ms. Evans and Ms. Pace specialize in planning and regulatory compliance pursuant to CEQA, NEPA, and the Coastal Act.	Detailed responsibilities included on attached sheet

**1b. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION** Dudek is an employee owned firm, 80 employees directly own Dudek shares and essentially all employees have an ownership stake in the Company through the ESOP.

**1c. IDENTIFY PARTNERS/SUBCONTRACTORS**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
None					

**1d. ADDITIONAL EMPLOYEES:** Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES
Environmental Specialist/Coastal Planner	1	Air Quality/Greenhouse Gas Emissions and Energy Reduction
Environmental Specialist/Archaeologist	2	Cultural/Archaeological Resources Assessment and Mitigation/Monitoring
Environmental Specialist/Planner	3	Biological Resources (ESHA) Assessment and Mitigation/Monitoring
Senior Hydrogeologist	1	Water Quality Assessment, Coastal Dependent Development Policy
GIS/CADD Specialists	3	Analyses, and Coastal Hazards Modeling Modeling, Mapping and CADD Services
Administration/Publications Assistant	1	Project Administration and Document Production/ Publications Support Services

Attach additional pages if necessary



**2. APPROACH TO CONTRACT REQUIREMENTS:**

**Services to be provided.** Please provide a narrative of Proposer's approach to the duties and tasks described in Section 6.0, Attachment B, Statement of Work.

See attached sheet

## **P-6: Staffing and Work Plan**

### **I. STAFFING**

**Position:** Principal Planning Consultant

**Name:** April Winecki

**Experience:** April Winecki is an environmental and coastal planner with over 14 years' professional planning experience, specializing in coastal resource planning and policy analysis, land use planning, and environmental impact analysis. Ms. Winecki has worked as a coastal program analyst for the CCC and policy advisor for a variety of private and public agency development and restoration projects, and she has served as a project manager and CCC liaison for coastal planning programs and projects throughout central and Southern California including a number of LCP amendment and PWP proposals, coastal development permit applications, and appeals to the CCC. Ms. Winecki has also worked as a project and environmental planner for public and private development projects, having prepared and reviewed a range of CEQA and National Environmental Policy Act (NEPA) compliance documents throughout California. These projects have included environmental planning and impact analysis, environmental constraint analysis, condition compliance, and mitigation monitoring.

Ms. Winecki is an expert in the California Coastal Act procedures for public agencies, as well as coastal development permit and appeals processing. She has experience working on projects involving California Coastal Act and LCP policy constraint and consistency analysis, as well as coastal land use plan and zoning ordinance amendments. Ms. Winecki has a deep understanding of PWPs and federal consistency determinations and certifications. She serves as a CCC staff liaison to facilitate resolution of coastal development permit appeals and commission-initiated enforcement actions. In addition, she has years of experience in condition compliance and mitigation monitoring.

**Responsibility:** As the principal planning consultant and lead Dudek project manager under this contract, Ms. Winecki will serve as project manager and primary contact for the Department responsible for allocating staff resources, establishing budget and schedule milestones, and assessing progress during the course of the work plan. She will supervise all activities of environmental personnel, and she will manage protocols established by the Department for technical work and communication between Department and Dudek staff.

Ms. Winecki will provide regular project assessments and status updates with regard to budget, timeline, and deliverables to track progress and achievement of milestones. She will manage preparation of a project log to track communications and pending action items, and preparation of all meetings notes and summaries. Meeting minutes/summaries will be submitted to County staff for their review and comment to ensure identification of all necessary steps taken to resolve any potential issue, challenge, or obstacle. Ms. Winecki will make every effort to keep you informed as to the actual and anticipated costs as work progresses and will provide you with a monthly detailed accounting of all costs incurred for all projects under this contract.

Ms. Winecki will also serve as your primary CCC liaison to coordinate and facilitate resolution of potential coastal resource issues, including strategic development of application materials and discussions regarding CCC staff's policy interpretations and supplemental data/information requests to support the staff's review of each project in preparation of CCC staff report findings. She will assist in the review of staff reports/recommendations to determine appropriateness and feasibility of findings and conditions of approval, and will provide support on coastal development permit appeals and commission-initiated enforcement actions, if needed.

**Position:** Senior Project Manager

**Name:** Alison Evans, AICP

**Experience:** Alison Evans is a certified environmental planner with 12 years of project management experience, specializing in planning and regulatory compliance pursuant to CEQA, NEPA, and the California Coastal Act. Ms. Evans has completed numerous environmental and regulatory compliance documents in support of a diverse range of public and private developments, including for public utilities and infrastructure, port-related industry, transportation, school redevelopment and expansion, and mixed-use commercial and residential developments. Her background is in land-use policy consistency, visual quality, and public services issues for complex and controversial programmatic and project-specific environmental documents.

Ms. Evans has conducted feasibility and alternatives analyses for large public infrastructure projects throughout California, and has also contributed to the planning and evaluation of public and private projects within the coastal zone requiring consistency analysis with California Coastal Act and LCP policies. She is currently providing project management and technical resource support for preparation of the San Diego North Coast Corridor Transportation and Resource Enhancement Program/PWP, involving preparation and processing of the PWP, LCP amendments for five cities, and a federal consistency review analysis for the 30-mile transportation and resource enhancement program, as well as for the Morro Bay/Cayucos Sanitary District Wastewater Treatment Plant Upgrade Project appeal.

**Responsibility:** Ms. Evans will provide project management services and conduct technical resource consistency analyses pursuant to applicable California Coastal Act and LCP policies. She will offer strategic input and outreach/communications support through CCC project processing and approval, including for coastal development permits, LCP amendments, federal consistency reviews, and appeals, as needed.

**Position:** Senior Planner

**Name:** Jonathan Leech, PG, AICP

**Experience:** Jonathan Leech is an environmental planner with over 25 years' professional experience as an environmental analyst specializing in impact assessment, field research, and land use analysis. Mr. Leech is an expert in environmental quality assurance programs, mitigation monitoring, environmental constraint analysis, and air quality planning.

He has experience in land development permit processing and hazardous waste assessment/management plan development. Mr. Leech has participated in the preparation of over 200 CEQA and NEPA documents, including environmental assessments, EIRs, specific plans, and policy documents for numerous local agencies within the State of California. In addition, he has experience with master environmental assessments, parks and community planning, water resource development and management, and infrastructure.

**Responsibility:** Mr. Leech will oversee preparation of all required environmental documentation developed to support the Department's coastal planning and permitting needs, and assist with the overall quality control for all environmental documents. Mr. Leech will provide strategic advice regarding the interrelationship of the CEQA/NEPA and CCC review process, assist in identifying opportunities to develop project and environmental information to support and streamline environmental and coastal review processes, and lead the development of environmental (CEQA/NEPA) and technical resource assessments in support of project findings.



**Position:** Contractor's Representative

**Name:** Dave Carter, CFO

**Experience:** With over 30 years of financial planning for commercial firms, Mr. Carter has been Dudek's CFO for the last decade. As a result of his leadership, Dudek finances its growth with internally generated funds. Our balance sheet shows a strong financial position with no debt. The company maintains strong relations with Union Bank and has established a sizeable line of credit as a secondary financing venue, should the need arise.

**Responsibility:** Mr. Carter believes in proactive risk management and ensures that appropriate insurance protection is in place throughout the organization for each contract. He oversees contract start up, negotiations, accounting, and close out. He maintains a strong system for record-keeping to satisfy audit requirements. Furthermore, as a means to provide more assurance to our stakeholders, a qualified, licensed public accounting firm reviews the company's financial records on an annual basis.

## April Winecki – Environmental Planner

April Winecki has over 14 years' planning experience, which includes coastal resource planning and policy analysis, land use planning, and environmental impact analysis.

### EDUCATION

University of California, Santa Barbara  
BS, Environmental Studies, 1997

Ms. Winecki has worked as a coastal planner for a variety of private and public agency development and restoration projects, and has served as a project manager and California Coastal Commission (CCC) liaison for a number of Local Coastal Program Amendment and Public Works Plan proposals, coastal development permit proposals, and Federal Consistency Review analyses. Ms. Winecki has also worked as a project and environmental planner for various public and private development projects throughout the coastal areas of California. These projects have included land development permit processing, environmental planning and impact analysis, and environmental constraint analysis. Ms. Winecki is an expert in CCC procedures for public agencies and private development. She has experience working on projects involving Coastal Act and Local Coastal Program policy conflict resolution, including coastal land use plan and zoning ordinance amendments. Ms. Winecki has a deep understanding of all aspects of coastal permitting and serves as a CCC liaison to facilitate resolution of coastal permit appeals and CCC-initiated enforcement actions. In addition, she has years of experience in condition compliance and mitigation monitoring.

### PROJECT EXPERIENCE

#### Development

**Beachwalk Resort, HMW Group Ltd, City of Pismo Beach, California.** Project manager and CCC liaison for appeal of a city-approved coastal development permit for a project involving demolition of 13 residential cabins and a 7,000-square-foot commercial building, as well as construction of a 77,585-square-foot, three-story, 69-room ocean-front hotel with two conference rooms, a fitness center, underground parking, and outdoor courtyard with access connections to adjacent public pedestrian boardwalk, as well as replacement of a seawall foundation with caisson/piling foundation to address potential shoreline hazards. Approved by the CCC on appeal in July 2007.

**Sea Center, Santa Barbara Museum of Natural History, Santa Barbara, California.** Project and environmental planner for the Santa Barbara Museum of Natural History Sea Center Revitalization Project, located on Stearns Wharf in the Santa Barbara waterfront area. The project consisted of demolition of two existing buildings and construction of the 6,327-square-foot, two-story Sea Center with additional appurtenant structures on the pier. Unanticipated building loads and structural pier weakness required that the original project approvals from the City of Santa Barbara and CCC be amended to include reconstruction of a portion of Stearns Wharf with replacement piles and new and recycled wharf-deck materials. Final approval granted by the City of Santa Barbara Planning Commission in June 2003 and by the CCC in September 2003.

**Santa Barbara Harbor Dredging Program, City of Santa Barbara, California.** Project planner for the Santa Barbara Harbor Comprehensive 5-Year Sediment Management Program for the Santa Barbara harbor and waterfront-area beaches. The project included a 5-year plan for maintenance dredging, beach nourishment, and grooming operations designed to provide optimal vessel navigation and operation, recreational activities, and shoreline stability for the harbor and waterfront area. Approved by the CCC in November 2000.

**Conditioning and Monitoring for Big Ship Productions, Barry Waldman, Executive Producer, Malibu, California.** Project planner for the construction and filming activities of a temporary movie set on Westward Beach in Malibu, California. The project consisted of permitting for construction of a movie set for the film *Pearl Harbor*, including conditioning and monitoring of staging and filming activities for 6 months to ensure compliance with coastal resource protection policies. Approved by the CCC in April 2000.

**Lagunitas Mixed-Use Development, Investec, Carpinteria, California.** CCC liaison for appeal of city-approved coastal development permit for a mixed-use project consisting of an 84,550-square-foot office building, 37 single-family detached residences, and 36 condominium units on a 25.3-acre parcel in the City of Carpinteria. Approved by the City of Carpinteria City Council in September 2008 with CCC finding of No Substantial Issue in November 2008.

**Green Heron Spring Residential Development, Ellinwood, Carpinteria, California.** CCC liaison for a proposed 34-unit condominium project located on a 4-acre site in unincorporated Santa Barbara County. The project includes annexation of the site to the City of Carpinteria, enrollment in the State Water Board General Waste Discharge Requirements program for pond habitat restoration, and a proposed text amendment to the City of Carpinteria's certified Local Coastal Program. General Waste Discharge Requirement enrollment approved by the Central Coast Regional Water Quality Control Board in January 2006. Project and Coastal Land Use Plan Amendment approved by the City of Carpinteria City Council in November 2007. Local Coastal Program Amendment approved by the CCC in February 2009.

**Stage Stop Plaza Mixed-Use Development, Saarloos Group, Los Olivos, California.** Project manager for a mixed-use project in the town of Los Olivos located in the County of Santa Barbara, consisting of a General Plan amendment and rezone of a portion the 3-acre property, and construction of 48,890 square feet of general commercial use and eight residential condominiums, a public plaza, and conference center with public restrooms. Approved by the County of Santa Barbara Planning Commission in December 2007; Board of Supervisors review and approval pending.

**Paradiso del Mare Ranch Estates and Naples Residential Development Project, Makar Properties, LLC, Santa Barbara, California.** Project manager for proposed ranch estate development on a 145-acre site and proposed 10-lot Naples ranchette development on adjacent 63-acre site located in unincorporated Santa Barbara County. The proposed project also includes County of Santa Barbara General Plan, Local Coastal Plan, and Coastal Zoning Ordinance amendment to redesignate and rezone the Naples portion of the property to the Naples Planned Development District. Presently in process with the County of Santa Barbara Planning Division.

**Residential Estate, Lilichiman LLC, Malibu, California.** Project manager and CCC liaison for a residential estate located on a blufftop lot on Pacific Coast Highway in the City of Malibu. The project consisted of construction of a two-story, 11,158-square-foot single-family residence with a 5,550-square-foot basement/garage, as well as an alternative on-site wastewater treatment system. The project included special design elements to address potential bluff erosion and stability issues, impacts to archaeological resources, and preservation of significant coastal views. Approved by the Malibu City Council on appeal in July 2006 and by the CCC on appeal in May 2007.

**Chapala One, William Levy Investments, Santa Barbara, California.** Project and environmental planner for a mixed-use development project in the downtown area of Santa Barbara consisting of a four-story, 99,800-square-foot building with 10,400 square feet of general office/retail



use; 46 condominiums units (35 market rate, 11 affordable units); and a split-level, 72-stall parking garage. Approved by the City of Santa Barbara Planning Commission in September 2003.

**Entrada de Santa Barbara, William Levy Investments, Santa Barbara, California.** Project planner for an appeal to the CCC of a decision by the City of Santa Barbara granting a coastal development permit to William Levy Investments for redevelopment of a three-block area on lower State Street in the City of Santa Barbara, consisting of 17,532 square feet of commercial/retail space, a 2,500-square-foot visitors center, 81 time-share units, and parking for 210 automobiles. CCC finding of No Substantial Issue in October 2001.

**Spears Family Trust Estate, Harnish, McCabe & Company, Malibu, California.** Project planner for a single-family residential estate located on Broad Beach in the City of Malibu. The project consisted of the demolition of an existing residence and merger of two beachfront parcels into one lot to construct a two-story, 13,398-square-foot single family residence with two two-car garages, a basement, and a greenhouse. The project included removal of an as-built rock revetment, construction of a grade beam caisson foundation for the residence designed to withstand severe wave uprush events, installation of a private alternative sewage disposal system, and securing an open space deed restriction for a portion of the site in conjunction with implementation of a dune habitat restoration plan. Approved by the CCC in September 2001.

**Yanonali Condominiums, Capital Pacific Holdings, Santa Barbara, California.** Project planner for an appeal to the CCC of a decision by the City of Santa Barbara granting a coastal development permit to Capital Pacific Holdings for the merger of six lots and subdivision of the 2.2-acre site for the construction of a corner market and 40 condominiums in 10 two-story buildings. CCC finding of No Substantial Issue in June 2001.

## **Municipal**

**Public Agency Staffing, City of Santa Barbara, California.** Contract environmental and planning staff 2004–present. Responsible for preparation of California Environmental Quality Act (CEQA) initial studies and negative declarations, planning staff reports for Planning Commission and City Council, and administration of CEQA process for the City of Santa Barbara Community Development and Airport Divisions.

**Public Agency Staffing, City of Goleta, California.** Contract environmental and planning staff April 2008–present. Responsible for preparation of CEQA initial studies, General Plan/coastal land use plan analysis, and planning staff reports for Planning Commission and City Council, as well as CCC coordination/policy monitoring for the City of Goleta Planning and Environmental Services.

**Public Agency Staffing, Santa Monica Mountains Conservancy/Mountains Recreation and Conservation Authority, Los Angeles County, California.** Contract planning staff and CCC liaison 2005–present. Responsible for preparation and coordination of various coastal development permit application and comprehensive planning documents for park facility and program improvements throughout the Santa Monica Mountains National Recreation Area, as well as processing of associated permit requirements through applicable local governments and the CCC.

## **Resource Management**

**Malibu Parks Public Access Enhancement Plan Local Coastal Program Amendment and Public Works Plan, Santa Monica Mountains Conservancy/Mountains Recreation and Conservation Authority, Malibu and Santa Monica Mountains Coastal Area,**

**California.** Project manager and CCC liaison for Malibu Parks Public Access Enhancement Plan Local Coastal Program Amendment and Public Works Plan. The project includes development of the comprehensive plan, consisting of a public works plan and City of Malibu Local Coastal Program Amendment, to address regional park and recreational facility program needs for state-owned parklands, including developing trail network improvements and beach access opportunities, locating and designing recreation support facilities, and developing public program and facility maintenance guidelines, and public transit program improvements; coordinating environmental review and public outreach for interested parties and agencies; and representing the plan at public hearings before the City of Malibu and CCC. City of Malibu Local Coastal Program Amendment approved by the CCC June 2009; public works plan preparation and permit processing pending.

**Malibu Creek State Park, California Department of Parks and Recreation, Los Angeles County, California.** Project planner for a stream corridor restoration project for a section of Malibu Creek in Malibu Creek State Park, located in the Santa Monica Mountains of unincorporated Los Angeles County. The project consisted of removal of a failed creek crossing and construction of a replacement crossing designed to increase stream-flow capacity and facilitate fish passage, and included recreational trail improvements and an extensive riparian habitat restoration plan for a historically degraded section of Malibu Creek.

**Point Dume Natural Preserve Site Improvements Project, City of Malibu and California Department of Parks and Recreation, Malibu, California.** Project planner for the Point Dume Natural Preserve Site Improvements Project involving public access improvements for the preserve, located on a coastal bluff in the City of Malibu. The project included installation of an inland perimeter pedestrian path, street curbing and signs, construction of a roadside parking lot and drop-off zone, coastal bluff vegetation restoration, and implementation of a public shuttle bus program operating between Westward Beach and the preserve. Approved by the CCC in October 2000.

### **Transportation**

**Santa Barbara Airport Taxiway Realignment, Airfield, and T-Hanger Improvements Project, City of Santa Barbara, California.** Project and environmental planner for the City of Santa Barbara Airport proposal to demolish a 6,400-square-foot building and construct metal aircraft hangars totaling approximately 31,000 square feet, and to construct various airfield modifications and improvements, including realignment of a taxiway, construction of a new taxi lane, and various other components, at the Santa Barbara Municipal Airport Airfield. Approved by the City of Santa Barbara in April 2006; Federal Aviation Administration Finding of Significant Impact and Record of Decision issued in June 2006.

**Santa Barbara Airport Airfield Safety Project, Local Coastal Plan Amendment, City of Santa Barbara, California.** Coastal program analyst for the City of Santa Barbara Airport and Goleta Slough Land Use Plan and Zoning Ordinance amendments, which were proposed to facilitate development of necessary airfield safety projects and associated wetland and upland habitat restoration plans, to define new resource impact mitigation policies for the airport property, and to incorporate a Draft Aviation Facilities Plan into the Local Coastal Plan. Certified by the CCC in November 2003.

### **Water/Wastewater**

**Malibu Water Pollution Control Plant Rehabilitation, Los Angeles County Department of Public Works, Malibu, California.** Served as project planner for the rehabilitation. The project involved upgrade and expansion of the Malibu Water Pollution Control

## APRIL WINECKI – CONTINUED

Plant, located on Pacific Coast Highway in Malibu, California. It included replacement of deteriorated facilities, installation of new and upgraded facilities, and monitoring equipment required to meet current Regional Water Quality Control Board standards, as well as an increase in the facility's treatment capacity to accommodate previously approved capacity levels. Approved by the CCC in February 2000.



## **Alison Evans, AICP – Environmental/Coastal Planner**

Alison Evans is a certified environmental planner with over 12 years' professional experience specializing in project planning and regulatory compliance pursuant to the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and California Coastal Act. Ms. Evans has completed numerous environmental and regulatory compliance documents in support of a diverse range of public and private developments, including public utilities and infrastructure, port-related industry, transportation, school redevelopment and expansion, and mixed-use commercial and residential developments. Ms.

Evans provides clients and applicants with a range of value-added services from preparation of permit applications and agency consultations through successful obtainment of grant funding for project construction and implementation, as well as client and team coordination, technical editing, and development and adherence to scopes of work, budgets, and schedules. Her background is in land-use policy analyses, visual quality, and public services and utilities issues for complex and controversial programmatic and project-specific environmental documents.

### **EDUCATION**

University of California, Santa Barbara  
BA, Environmental Studies, 2000

### **CERTIFICATIONS**

American Institute of Certified Planners (AICP)

### **PROFESSIONAL AFFILIATIONS**

Association of Environmental Professionals  
(AEP), Channel Counties Chapter, Treasurer

American Planning Association (APA)

## **PROJECT EXPERIENCE**

### **Coastal Planning**

**North Coast Corridor Transportation and Resource Enhancement Plan/Highway Public Works Plan, San Diego Association of Governments (SANDAG) and California Department of Transportation (Caltrans), North San Diego County, California.** Supporting the preparation and processing of a public works plan, local coastal program amendments for five cities, and a federal consistency review analysis for a transportation improvement program in the Interstate 5 and Los Angeles–San Diego (LOSSAN) rail corridors in northern San Diego County. Program includes highway expansion, a number of bridge and interchange structure replacement and community enhancement projects, double-tracking and station improvements for the LOSSAN rail corridor, and development of a comprehensive coastal resource enhancement program addressing project impacts to five coastal lagoons and other natural resources, including environmentally sensitive habitat areas, within the transportation corridor.

**Olivenhain Sewer Pump Station Mitigated Negative Declaration (MND) and Coastal Development Permit, City of Encinitas, California.** This project consisted of construction of a new sewer pump station and emergency storage basin within the coastal zone, and abandonment of the existing sewer pump station to alleviate ongoing and increasing maintenance concerns and to better accommodate the range of flows handled at the pump station. Responsibilities as environmental compliance task manager included management and preparation of the MND, technical studies, mitigation monitoring program, and coastal development permit (CDP) application.

**Port of Los Angeles Ultramar Marine Terminal Lease Renewal Environmental Impact Report (EIR), Ultramar, Inc., Wilmington, California.** The 20-year lease renewal project included assessment of changing vessel and truck trips, recent air quality regulations, and ongoing soil and groundwater remediation efforts. Served as project manager and point of contact for client and team members, including two subcontractors; adherence to scope of work; schedule and budget; and data organization and document quality assessment. Other duties included preparation

of EIR sections, including project description, alternatives analysis, land use, noise, aesthetics, and public services and utilities.

**Port of Los Angeles Pacific Energy Marine Terminal, Storage Terminals, and Pipelines Supplemental Environmental Impact Statement/EIR; Port of Los Angeles Port-wide Noise Study; Port of Los Angeles Port-wide Light and Glare Study; and Port of Long Beach Back Channel Navigational Safety Improvements Project, Port of Los Angeles and Port of Long Beach, California.** As deputy project manager, duties included data organization; master schedule maintenance; document quality assessment; and analysis and preparation of initial study checklists, land use, noise, public services and utilities, and other CEQA-required issues.

**City of Morro Bay/Cayucos Sanitary District (MBCSD) Wastewater Treatment Plant (WWTP) Upgrade Project Coastal Appeal Support, City of Morro Bay, California.** Providing project management support for conduct of an alternative sites analysis (phase 1), assessment of policy consistency issues and recycled water demands (phase 2), public outreach, and California Coastal Commission (CCC) hearing support (phase 3) for an upgrade of the MBCSD WWTP to provide full secondary treatment for all effluent discharged through the facility's ocean outfall and tertiary filtration capacity equivalent to a peak seasonal dry weather flow of 1.5 million gallons per day (mgd). The city's approval of a CDP for the proposed project was appealed to the CCC, which found "substantial issues" with respect to the proposed project's consistency with various policies of the city's certified LCP and the public access and recreation policies of the California Coastal Act. As a result, the CCC has asserted jurisdiction over the proposed project's CDP, which is now subject to the CCC's de novo hearing requirements. Additional technical study is underway to develop supporting documentation for the CCC to more thoroughly evaluate the project for consistency with applicable policies, including a more comprehensive analysis of alternative site and design options and additional site-specific study and analysis of the proposed project site.

**Bay Area Rapid Transit (BART) Seismic Retrofit Project, BART District, Oakland and San Francisco, California.** Served as project manager for the BART Seismic Retrofit Project. This project includes assessment of the first phase of system retrofit, from the Berkeley Hills Tunnel in Oakland to the Montgomery Street BART Station in San Francisco, including the 3.6-mile Transbay Tube located beneath the bay floor. Oversaw preparation of 13 technical studies and an environmental assessment, which required coordination with multiple responsible agencies, including the Federal Highway Administration (lead agency), California Department of Transportation (co-lead agency), BART (co-lead agency), National Marine Fisheries Service, California Department of Fish and Game, U.S. Fish and Wildlife Service, and the State Historic Preservation Officer. Served as point of contact for client and team members, including four subcontractors. Responsible for adherence to schedule and \$1.2 million budget, data organization and document quality assessment, response to multiple agency requirements, and attendance at meetings.

#### **Water/Wastewater**

**Determination and Disposition of State Water Project Allotment Surplus Negative Declaration (ND), Carpinteria Valley Water District, Carpinteria, California.** Project manager for preparation of an ND for determination of surplus State Water Project Allotment, and the decision to dispose of the surplus to prospective, qualified entities in accordance with a 1991 Water Supply Agreement with the Central Coast Water Authority.

**Santa Barbara Countywide Integrated Regional Water Management Plan (IRWMP) Proposition 50 Implementation Grant, Santa Barbara County Water Agency, Santa Barbara, California.** Served as project administrator for the Santa Barbara Countywide IRWMP Proposition 50 implementation grant. In January 2008, Santa Barbara County Water Agency successfully submitted a \$25 million grant application to fund implementation of its countywide IRWMP, with specific funding sought for 14 projects. As part of the grant agreement with Santa Barbara County and the State Water Resources Control Board (SWRCB), was tasked with developing a database/website to facilitate the data gathering and invoice reporting, as well as all associated communication and coordination among project proponents, Santa Barbara County, and the SWRCB. Responsibilities include day-to-day project management and coordination for submittal of quarterly invoices and progress reports, required project deliverables, and overall grant execution.

**West Valley Water District (WVWD) Wellhead Treatment System Project Proposition 84, Section 75025 Grant, West Valley Water District, Rialto, California.** The WVWD Wellhead Treatment System Project was successfully awarded a \$10 million grant with the highest score provided by the California Department of Public Health (CDPH) through their Proposition 84, Section 75025 Prevention and Reduction of Groundwater Contamination Program. As the grant application manager, responsibilities included preparation of the grant application materials, requiring assessment of project components in accordance with funding program criteria; management and review of technical support documentation, including environmental, water system, and engineering reports; and coordination with CDPH through submittal.

**Tuscany Recycled Water Project Subsequent MND, Elsinore Valley Municipal Water District (EVMWD), Riverside County, California.** The Subsequent MND addressed implementation of the second phase of EVMWD's Recycled Water Master Plan, which would deliver 832 acre-feet per year of recycled water (in lieu of potable water) to converted landscape irrigation users, requiring development of a new reservoir, pump station, turnout facility, and 38,000 linear feet of pipelines. The Subsequent MND addressed the new and previously unaccounted-for site-specific impacts of the Tuscany facilities, including new development within sensitive biological habitats. Responsibilities as environmental compliance task manager included preparation of the Subsequent MND and associated technical studies, management of subcontractor work, and coordination with several state and federal funding programs.

**North Los Angeles/Kern County Regional Recycled Water Master Plan Program EIR, Los Angeles County Waterworks District No. 40, Los Angeles County, California.** The project entails construction of a regional recycled water distribution system that would include backbone conveyance pipelines, storage reservoirs, and pump stations. Responsibilities while providing project management included review and management support for preparation of the program EIR's hydrology/water quality, geology/soils, and hazards and hazardous materials technical analyses sections.

**Santa Rosa Water Reclamation Facility (SRWRF) Expansion and Solar Power Project MND, Rancho California Water District, Riverside County, California.** This project involves the expansion of the SRWRF from a capacity of 5 mgd to 7 mgd; provides upgrades to the treatment processes; and requires construction of a new, solar-panel-array, power-generating facility to provide an alternative, renewable source of power to the SRWRF. Responsibilities as environmental compliance task manager included team and subcontractor coordination and technical reviews, and preparation of an MND and associated resource analyses.



**Water Use Efficiency Master Plan, Western Municipal Water District (WMWD), Riverside County, California.** In concert with the growing emphasis on water use efficiency programs, WMWD commissioned the preparation of the Water Use Efficiency Master Plan to comprehensively address the long-term use of water resources within its service area by adopting objectives, policies, and programs designed to promote innovative emerging technologies and practices, as well as proven and cost-effective conservation measures. Responsibilities while providing project management included authoring multiple sections of the plan, conducting an evaluation of water conservation measures through development of a weighted scoring matrix, identifying current incentives and funding opportunities, describing emerging indoor technologies, and reviewing and assisting in the production of the master plan.

**Antelope Valley Integrated Regional Water Management Plan and Proposition 50 Implementation Grant Application, Regional Water Management Group, Antelope Valley Region, California.** Provided staff support for the plan, which was developed with a regional focus and designed to identify a set of integrated solutions addressing goals for water supply, water quality, habitat improvement, and increased recreational parks and open space. Potential management actions and alternatives were evaluated against regional objectives identified to meet the issues and needs of the Antelope Valley. A Step 2, Round 2, grant application (the final phase in the grant program) requesting \$25 million for implementation of seven key projects was prepared, including all required supporting documentation and cost-benefit analyses, and submitted to the Department of Water Resources.

### **Development**

**Rincon Trail Project CEQA Documentation, City of Carpinteria and County of Santa Barbara, California.** Project manager for preparation of an initial study and MND to assess a 1-mile segment (the Carpinteria Rincon segment) of the Carpinteria Coastal Vista Trail in eastern Santa Barbara County. The Rincon Trail is located along Carpinteria Bluffs, on lands within the jurisdictions of the City of Carpinteria and the County of Santa Barbara, and it extends within the Union Pacific Railroad and California Department of Transportation rights-of-ways. This segment of the Carpinteria Coastal Vista Trail is a high priority for implementation because the existing gap in the trail creates a significant constraint for bicyclists and pedestrians.

**Bacara Resort & Spa Completion Phase Project, City of Goleta, Goleta, California.** Assessing the proposed project's consistency with the City of Goleta General Plan and Local Coastal Plan, and California Coastal Act policies, in support of the project EIR and coastal planning process.

**Isla Vista Master Plan EIR, County of Santa Barbara, California.** As deputy project manager, performed assessment of visual quality and cultural resources impacts, and also provided peer review and technical quality editing of the biological resources assessment, related to the proposed master plan development policies and projections. Incorporated and analyzed visual simulations of new anticipated development and street improvements prepared by a subcontractor.

**Granite Mining Expansion Project EIR, County of Santa Barbara, California.** As a project team member, performed assessment of visual quality impacts related to the conversion of current agricultural land to mining uses. Incorporated and analyzed visual simulations depicting potential new development, including with proposed vegetative screening mitigation, prepared by a subcontractor.

**Saint Athanasius Church Project EIR, Saint Athanasius Church, Goleta, California.** As a project team member, performed assessment of visual quality and agricultural resource impacts

resulting from conversion of viable agricultural land located within an agricultural-designated tract to developed, urban-type uses. Incorporated and analyzed visual simulations of new development, including with potential vegetative screening mitigation, prepared by a subcontractor.

**Joint Programmatic and Project-Specific Marine Science Campus EIR, University of California, Santa Cruz, California.** As deputy project manager, tasks included assessment of visual quality and land use and policy consistency, including California Coastal Act policies and cultural resource issues for the Marine Science Program, as well as for six identified projects to be tiered off and included within the programmatic EIR. Oversaw subcontractor work on the analysis of agricultural resource issues associated with conversion of agricultural land to developed uses. Other duties included preparation of other EIR sections, including the executive summary, introduction, project description, and growth inducement. Management duties included data organization, document quality control, and serving as point of contact for both client and team members.

**Development of New Facilities, U.S. Department of Energy/University of California, Berkeley, California.** Deputy project manager for the preparation of NEPA and CEQA documents on several new buildings at the Lawrence Berkeley National Laboratory, including an off-site, third-party building and a new administrative building, as well as preliminary studies completed for the long-range master plan.

#### **Awards**

2004 Award of Excellence, Science Applications International Corporation.

## Jonathan Leech, PG, AICP – Environmental Planner

Jonathan Leech is an environmental planner with over 25 years' professional experience as an environmental analyst specializing in impact assessment, field research, and land use analysis. Mr. Leech has participated in over 200 California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, including environmental assessments (EAs), environmental impact reports (EIRs), specific plans, and policy documents for numerous local agencies within the State of California. Mr. Leech has also taught university-level courses in environmental impact assessment.

Mr. Leech is an expert in environmental quality assurance programs, mitigation monitoring, environmental constraint analysis, and air quality planning. He has experience in land development permit processing, hazardous waste assessment, and hazardous materials management plan development. Mr. Leech also has extensive knowledge of CEQA procedures for public agencies, environmental planning and impact analysis, specific plan and master development, and general plan elements. In addition, he has experience with master EAs, water resource development and management, and transportation infrastructure. Mr. Leech also specializes in training development and workshop facilitation.

### EDUCATION

University of California, Santa Barbara  
BA, Environmental Studies/Geology,  
1984

University of California, Santa Barbara,  
Extension  
Hazardous Materials Management  
Certificate Program, 1989

### CERTIFICATIONS

American Institute of Certified Planners  
(AICP)

Professional Geologist (PG), CA 1997

### PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

Association of Environmental  
Professionals (AEP)

## PROJECT EXPERIENCE

### Development

**Summerland Community Plan, County of Santa Barbara, Summerland, California.** Co-managed the preparation of the community plan for the Summerland area, which was adopted by the County of Santa Barbara. Managed and co-authored the EIR on the community plan. Issues of primary concern included traffic and circulation, parking resources, water supply, wastewater treatment, biological habitat, and geology and soils.

**Wye Annexation and Sphere of Influence Expansion EIR, County of Santa Barbara, Lompoc, California.** Co-authored the EIR for this study, which compared the impacts of annexing the Wye area of Santa Barbara County (south of Lompoc) to the City of Lompoc against the impacts of annexing the area to the Mission Hills Community Services District. Key issues in the EIR included land use, water supply, wastewater treatment, and public services.

**Smith Food Shopping Center EIR, City of Santa Maria, California.** Managed and co-authored the EIR for this shopping center project, which included Smith Food King, a major drugstore chain, and subordinate retail. The project site fronted a state highway, for which encroachment permits were sought and obtained. Major issues included transportation, air quality, drainage, wastewater collection and conveyance, noise, solid waste, and geology.

**Kmart EIR, City of El Centro, California.** Managed and co-authored the EIR for this shopping center project, which included Kmart, a major grocery chain, a major drugstore chain, subordinate retail space, and three restaurants. The project site fronted a state highway, for which encroachment permits were sought and obtained. Major issues included transportation, air quality, drainage, wastewater treatment, noise, schools, and fiscal impacts.



**Turnpike Auto Center, Gerard Development Company, Santa Barbara, California.** Served as environmental and land use project manager for entitlement and permitting of an automotive-oriented commercial center, including fast lube, detailing, automobile service, and auto parts retailer.

**South Fairview Mixed-Use Center, Gerard Development Company, Goleta, California.** Served as environmental and land use project manager for entitlement and permitting of an office, retail, and residential complex located on a former gasoline service station site. Remediation of the site was a key issue in the land use permitting review and approval. The project was also the first development subject to a new growth management ordinance enacted immediately prior to land use approvals.

**Toyota Facility Expansion, Toyota of Santa Barbara, Goleta, California.** Served as environmental project manager for the expansion and modernization of the showroom and service facilities.

**Ocean Bluffs Specific Plan EIR, City of Carpinteria, California.** Managed and co-authored the EIR for a specific plan project located on 85 acres of oceanfront property in the City of Carpinteria. The proposal included a 150-room hotel, 325 semi-attached townhomes, several restaurants, and a gas station. Site constraints included an active earthquake fault, an adjacent seal rookery, limited water supply, problematic drainage, and an adjoining gas processing facility with a risk-of-upset hazard zone that extended onto the subject property.

**Arroyo Quemada Slope Repair, Merrill/Schafer/Jones, Gaviota Area of Santa Barbara, California.** Served as project manager/agent representing three oceanfront property owners to repair failure of the sea cliff from a massive landslide. Prepared applications for emergency and coastal development permits, solicited bids for structural engineering design, and solicited bids for contractors (for caissons, retaining wall, and earthwork).

**Emerald Hills EIR, County of San Luis Obispo, California.** Managed and co-authored the EIR for this residential proposal located outside of the urban limit line of the City of San Luis Obispo. Under the proposal, 37 homes were to be sited on the 56-acre property. The site is located in an area of high scenic value, on gently to moderately sloping land in the foothills of the Irish Hills of San Luis Obispo County. Key issues in the EIR included geology, water supply (proposed from a localized, fractured bedrock aquifer), wastewater disposal (private wastewater treatment plant), biology, aesthetics, traffic, drainage, and air quality.

**Los Robles Del Mar Specific Plan EIR, County of San Luis Obispo, California.** Co-authored the EIR for this project, which included a range of residential lots and structures, as well as a private school site. Key sections authored in the EIR included geology, surface drainage, water quality, and air quality.

## **Education**

**Physical Sciences Building Mitigated Negative Declaration/Initial Study (MND/IS), University of California, Santa Barbara, California.** Served as CEQA coordinator for the proposed physical sciences building and subsequent north and south physical sciences buildings (proposal was redesigned following initial environmental review). Responsible for preparing the IS and MND documents and noticing of the project, as well as acting as environmental hearing officer.

**Isla Vista Elementary School IS/MND, Goleta Union School District, Goleta, California.** Served as CEQA coordinator for the redevelopment of the Isla Vista Elementary

School. Responsible for preparing the IS and MND documents and noticing of the project, as well as acting as environmental hearing officer.

**Dos Pueblos High School Master Improvement Plan IS/MND, Santa Barbara School and High School District, Santa Barbara, California.** Served as CEQA coordinator for the environmental review of the comprehensive master improvement plan for Dos Pueblos High School that included stadium completion (visitor bleachers, permanent public address system, night-lighting), a new performing arts center (300-seat theater, dressing rooms, two music instruction classrooms, theater set production area), and the replacement of the swimming pool. Also included in the improvement project is a creek restoration effort in response to a U.S. Army Corps of Engineers violation notice for non-permitted fill activities. As project manager, was responsible for preparing the IS and MND documents, noticing of the project, and management of technical subcontractors. The Dudek biology group provided assessment of project and historic creek impacts, devised the mitigation program, prepared construction specifications for the creek restoration, and will monitor the implementation of the creek restoration effort.

**Santa Barbara Community Academy Elementary School, Santa Barbara School and High School District, Santa Barbara, California.** Served as CEQA coordinator for the phased expansion/completion of the Santa Barbara Community Academy Elementary School. The project involves relocation of the Santa Barbara School and High School District administration function from the site and conversion of that structure for additional classroom space. The Santa Barbara School and High School District maintenance facility would be relocated in phase 4 of the project to accommodate development of an auditorium. Currently preparing the IS and MND documents. The environmental review process is temporarily suspended to allow for completion of a preliminary endangerment assessment for the site.

## **Energy**

**Chicago Grade Landfill Waste-to-Energy Facility, Chicago Grade Landfill, Templeton, California.** Prepared air quality emissions evaluations and assisted in the technology selection process for a proposed waste-to-energy facility at the landfill to replace burial practices with a thermal conversion unit to produce electricity from incoming solid wastes.

## **Healthcare**

**Master Plan and Entitlement Services, Cancer Center of Santa Barbara, Santa Barbara County, California.** Served as project manager for the land use entitlement process to reconstruct/redevelop the existing cancer care facility and property with a consolidated treatment facility consisting of 65,000 square feet, a three-level parking structure, six residential units for employees, and commercial space for complementary service providers. Site constraints include flooding (property is adjacent to Mission Creek), riparian and upland native plant species, and historic resources.

## **Municipal**

**Household Hazardous Wastes Collection Center EIR, City of Santa Barbara, California.** Managed and co-authored the EIR. The scope included air quality (toxic hot spots), risk of upset, traffic and circulation, and noise.

**Chicago Grade Landfill Solid Waste Transfer Station, Chicago Grade Landfill, Templeton, California.** Served as environmental project manager for a solid waste transfer station proposal in northern Santa Barbara County designed for the consolidation and transfer of solid waste to the Chicago Grade Landfill in San Luis Obispo County. Responsibilities included

preparation of land use development permit applications, creation of the expanded project description, and completion of individual studies in the areas of air quality, visual resources, traffic, and hazardous wastes. Also involved interjurisdictional coordination between City of Santa Maria, County of Santa Barbara, and County of San Luis Obispo. Project was approved in 1998.

**Chicago Grade Landfill Expansion, Chicago Grade Landfill, Templeton, California.** Served as environmental project manager for expansion of the boundary for this permitted Class III landfill, a private facility.

### **Transportation**

**Metropolitan Transit District (MTD) Relocation/Consolidation, MTD, Santa Barbara, California.** Served as CEQA coordinator for MTD's relocation/consolidation project in Santa Barbara. Was responsible for creating guidelines for implementing CEQA, CEQA users' guide, and all CEQA and NEPA documents for their proposed projects.

**Las Vegas/San Pedro Creeks Capacity Improvements Project, Caltrans, City of Santa Barbara, Santa Barbara County Flood Control District, and City of Goleta, California.** Served as principal in charge for the preparation of CEQA/NEPA environmental review documentation for this joint partnership between Caltrans District 5, the City of Santa Barbara, the City of Goleta, and the Santa Barbara County Flood Control District to develop flood control improvements for these two creeks within the U.S. 101 corridor, the Union Pacific Railroad rail corridor, and local streets.

**U.S. 101 High-Occupancy Vehicle (HOV) Lane Santa Barbara/Ventura Corridor Project; Linden Avenue and Casitas Pass Road U.S. 101 Overcrossings Replacement Project; U.S. 101 South Coast HOV Project, City of Carpinteria, California.** Served as City of Carpinteria's representative on the Caltrans project development team, representing the City of Carpinteria as a project partner in the planning and implementation of the portions of these three U.S. Highway 101 widening projects located partially or wholly within the City of Carpinteria.

**Circulation Element Update EIR, City of Solvang, California.** Managed and co-authored the EIR. The scope was limited to transportation and air quality issues. The EIR provided a full assessment of two alternative bypass routes to Solvang to relieve congestion on Highway 246 through the city. The air quality assessment included a full caline evaluation to address the potential for carbon monoxide hot spot formation.

### **Water/Wastewater**

**Wastewater Master Plan EIR, City of Santa Maria, California.** Managed and co-authored the EIR. This program EIR assessed the assorted activities, physical wastewater system improvements, and ordinances designed to accommodate wastewater treatment demands in the City of Santa Maria through the year 2010. Key issues included public health and safety, air quality (toxic hot spots), water quality, land use, hazardous materials, and geology.

**Water Storage Tank and Pipeline, Vandenberg Village Community Services District (VVCSD), Lompoc, California.** Served as CEQA coordinator for VVCSD's Water Storage Tank and Pipeline Project. Responsible for creating VVCSD's guidelines for implementing CEQA, CEQA users' guide, and all CEQA documents for the water tank project. Also provided mitigation monitoring for the construction of the pipeline and water tank.



**Emergency Water Pipeline Tie-In, Summerland County Water District (SCWD), Summerland, California.** Served as CEQA coordinator for SCWD's Emergency Water Pipeline Tie-In Project with Montecito Water District. Responsible for creating SCWD's guidelines for implementing CEQA, CEQA users' guide, and all CEQA documents for the water pipeline project. Also provided mitigation monitoring for the construction of the pipeline.

**Water Treatment Plant EIR, Santa Ynez River Water Conservation District (SYRWCD), Improvement District #1, Santa Ynez, California.** Managed the CEQA environmental review process for the SYRWCD. Duties included preparation of the IS, public notices, and staff reports to the board, as well as completion of an EIR. Managed and co-authored the EIR, which included alternative local pipeline alignments and a water treatment plant for the district's allocation of water from Lake Cachuma. New surface water treatment standards from the U.S. Environmental Protection Agency resulted in the proposal by SYRWCD to build a treatment plant for Lake Cachuma waters. Key issues in the EIR included water quality, geology, archaeology, land use, aesthetics, public health and safety, and agriculture (the effect of increased water rates upon agricultural users).

**Reclaimed Water System and Distribution Pipeline, Goleta Sanitary District and Goleta Water District, Goleta, California.** Co-authored the EIR on this project, which included the addition of a water reclamation component to the Goleta Sanitary District wastewater treatment plant in order to provide reclaimed water for landscape irrigation. The project also involved a distribution pipeline to deliver the reclaimed water to areas within the Goleta Valley. Managed the mitigation monitoring and reporting program for the project, and functioned as the on-site environmental coordinator for the monitoring effort. Monitoring was provided for geology, erosion control, air quality, noise, traffic, and biological habitat.

**Santa Barbara School Districts National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Management Plan (SWMP), Santa Barbara School Districts, Santa Barbara, California.** Managed the preparation of, and was the principal author for, the SWMP for the Santa Barbara school districts. The SWMP addresses 24 properties of the districts, including elementary, junior high, and high school campuses; the administration center; and the maintenance facility. The SWMP provides a prioritized implementation schedule for the six minimum-control measures specified by the NPDES phase II regulations. Dudek teamed with a local civil engineering firm to provide appropriate technical evaluation and design standards.

### **Relevant Previous Experience**

**City of Carpinteria.** Functioned as contract environmental and planning staff (1986–1988). Responsible for preparation of CEQA ISs and negative declarations (NDs), planning staff reports for Planning Commission and City Council, and administration of CEQA process for the city.

**City of Ojai.** Functioned as contract environmental and planning staff (1987–1990). Responsible for preparation of CEQA ISs and NDs, planning staff reports for Planning Commission and City Council, and administration of CEQA process for the City of Ojai.

**City of Solvang.** Functioned as contract environmental and planning staff (1989–1992). Functioned as the Planning Director in 1997 and 1998 (also on a contract basis).

**Openwave Systems, Professional Instructor, Redwood Shores, California.** Responsible for the development of curriculum and delivery of instructor-led courses. Over 2,000 hours of instruction instruction-delivery experience.

## Jennifer Pace – Environmental Planner

Jennifer Pace is an environmental planner with over 4 years' experience. She has been responsible for the management, research, and analysis of projects subject to compliance with the California Environmental Quality Act (CEQA) and has contributed to numerous environmental impact reports (EIRs) while at Dudek. She has considerable experience in the preparation of air quality and global climate change technical analyses, and continues to be on the forefront of evolving science and regulatory framework. Additionally, Ms. Pace has experience in land-use permit processing, constraints analysis, development feasibility studies, due diligence investigations, and various other land-use planning projects.

### EDUCATION

University of California, Santa Barbara  
BA, Environmental Studies, 2007  
BA, Geography, 2007

## PROJECT EXPERIENCE

### Development

**Colton Lee Manufactured Housing Community EIR, County of Ventura, California.** Serves as deputy project manager overseeing and contributing to the hazardous materials and public health (Valley Fever), land use, noise and vibration, recreation, transportation and tactical access, visual resources and glare, water supply and fire flow availability, global climate change, long-term impacts, and alternatives sections of the EIR. This project includes the development of a 100-unit manufactured housing community, and widening and safety improvements to the main roadway corridor within the Santa Susana Knolls.

**Bacara Resort and Spa Completion Phase Project EIR, City of Goleta, Santa Barbara County, California.** Contributor to the air quality, global climate change, and aesthetics/visual resources sections, as well as other required CEQA EIR sections, which analyze impacts associated with the development of 55 resort condominiums and associated facilities within a portion of the existing hotel property located adjacent to the Pacific Ocean.

**Las Vegas/San Pedro Creeks Capacity Improvements Project, California Department of Transportation (Caltrans), County of Santa Barbara, California.** Responsible for development of technical reports that analyze potential air quality, noise, and water quality impacts resulting from the proposed improvements to drainage systems, including upgrades or replacement of culverts and bridges and the installation of a berm and flood wall along Las Vegas and San Pedro Creeks under Calle Real, State Route 101, and the Union Pacific Railroad.

**Lakeview Promenade Mixed-Use Project EIR, City of Santa Maria, Santa Barbara County, California.** Served as deputy project manager. Oversaw and contributed to the air quality, transportation, hazardous materials and hazards, utilities, growth-inducing impacts, and alternatives sections of the EIR, which assessed the impacts of 270 multifamily residential units, 40,000 square feet of retail space, 15,000 square feet of restaurant space, 14,000 square feet of medical office space, and 1,500 square feet of professional space.

**Haskell's Landing Residential Project Mitigated Negative Declaration (MND) and Staff Report, City of Goleta, California.** Contributed to the air quality and global climate change sections, which analyze the potential impacts resulting from development of 101 market-rate and affordable residences.

**Casden Development Projects EIR, City of Oxnard, Ventura County, California.** As deputy project manager, oversaw and contributed to the air quality, land use and planning, public services, long-term impacts, and alternatives sections of the EIR. This project includes the development of two adjacent project sites, resulting in a total of 344 residential units.

**Los Alamos Community Plan Update EIR, County of Santa Barbara, California.** Contributing to the air quality, public services/solid waste, transportation and parking, and global climate change sections of the EIR for the 2010 projected community plan buildout. The Los Alamos Community Plan Update encompasses a 1.0-square-mile area and proposes revisions to the 1994 Los Alamos Community Plan that will allow for development of up to 643 new residential units and 534,709 square feet of new commercial/industrial square footage in the community.

**The Villages at San Jacinto Specific Plan Air Quality Assessment, City of San Jacinto, Riverside County, California.** Contributed to an air quality assessment for a large specific plan in western Riverside County. The project included up to 1,329 residential units, a high school, 196,963 square feet of commercial and office space, and parks. The air quality assessment included an analysis of the project's greenhouse gas (GHG) emissions and the impact on climate change, along with a review of project features and possible mitigation measures to reduce those emissions.

**Gless Ranch EIR and Air Quality Technical Report, City of Riverside, California.** Preparing the air quality and GHG technical report and EIR section for the proposed project. Dudek is preparing an EIR for a 40-acre commercial development located in the City of Riverside. The site is currently occupied by an orange grove and a citrus stand, which will be remodeled and incorporated into the project. The proposed 420,000-square-foot development will include a Target store, a home improvement center, and other retail/commercial uses.

**Festival at San Jacinto Specific Plan EIR and Air Quality Technical Report, City of San Jacinto, Riverside County, California.** Contributing to the EIR air quality section and modeling of estimated project-generated emissions associated with the construction and operation of a large-scale, multiphase commercial/retail project.

**Mariposa at Ellwood Shores Assisted Living Facility Health Risk Assessment (HRA), City of Goleta, California.** Contributed to the HRA for the proposed Mariposa at Ellwood Shores project in Goleta. The proposed assisted living facility would house up to 99 residents in 63 units. The facility includes a 350-kilowatt, diesel-fueled emergency generator and is near the Reliant Ellwood peaking power plant and adjacent to Ellwood Elementary School. The HRA evaluated the potential health impacts from the operations of both the emergency generator and the peaking power plant on the residents of the facility and the Ellwood Elementary School.

**McDonald's Drive-Through at Camino Real Market Place GHG Assessment, McDonald's USA LLC, City of Goleta, California.** Prepared the GHG analysis for the addition of a drive-through facility and related on-site parking lot to the existing restaurant. Analysis included calculation of emissions from vehicle travel and vehicle idling. Dudek provided basic planning, civil engineering, and necessary environmental studies and permitting documentation for approval of the proposed project.

**Bonsall ARCO Service Station Expansion, Bonsall Service Station LP, San Diego County, California.** Contributed to the preparation of air quality and GHG assessments, which included modeling of gasoline tank emissions. Dudek was contracted by Bonsall Service Station LP to provide environmental services (CEQA documentation) to raze and rebuild the ARCO AM/PM



Station located near the community of Bonsall. The project proposes to rebuild the existing gasoline canopy from a four- to a nine-multiproduct dispenser.

**Arlington Villages, City of Santa Barbara, California.** Prepared the air quality technical report. Responsible for calculation of project-generated air pollutant emissions and analysis of potential construction and operational air quality and global climate change impacts associated with the proposed mixed-use development, which consists of 29 residential units and 10,000 square feet of commercial/retail space.

**San Marcos Costco Wholesale Project Air Quality Technical Report, Costco Wholesale, San Marcos, California.** Modeling of project-generated air pollutant emissions and analysis of potential construction, operation, odor, health risk, and global climate change impacts resulting from the proposed project, which would replace an existing Costco warehouse and Harley Davidson building with a new Costco warehouse, gasoline station, car wash, tire center, food center, and other associated improvements.

### **Education**

**University City High School MND and Air Quality Technical Report, San Diego Unified School District, San Diego County, California.** Analysis of potential air quality and global climate change impacts resulting from improvements to existing athletic facilities, and the replacement of natural turf with artificial turf and track surface with synthetic materials within the school's football stadium.

**Valor Academy Expansion MND, Valor Academy, Los Angeles, California.** Preparing air quality and GHG assessment, and providing technical support for noise and traffic impact analysis. Valor Academy, a private school located in the Arleta community of Los Angeles, is proposing to incrementally increase its enrollment from 200 to 480 students, establish modular classrooms on the property until construction of new classroom and administration buildings are complete, and construct a new surface parking lot. Project components would be completed in four phases.

**Moreno Valley Campus Parking Garage, Riverside Community College District (RCCD), Moreno Valley, California.** Prepared air quality and GHG technical report for the proposed project. The CEQA analysis included a new initial study and MND for the associated 144-space parking lot located near the Learning Gateway Building. The project would demolish an existing 140-space surface parking lot and replace the lot with an 800-space, four-story (one floor belowground and three floors aboveground) parking garage facility. In addition, the parking garage will house a number of office spaces for college staff, meeting rooms, and a small retail bookstore. The parking garage will be designed and built following Leadership in Energy and Environmental Design standards of design and will include photovoltaic panels over the fourth floor of the garage to supply power to the entire project site once operational.

**Moreno Valley Campus Student Academic Services Facility, RCCD, Moreno Valley, California.** Prepared air quality and GHG technical report for construction of a student academic services facility at the Moreno Valley Campus. The proposed project consists of construction of a new academic building to provide additional office and student space to support the continued growth and existing needs of the college. It will include the development of a three-story building consisting of approximately 38,000 square feet of usable space, including a dining hall and other food services, a large auditorium, office space, technology storage space, and classrooms.

**Moreno Valley Campus Lion's Lot, RCCD, Moreno Valley, California.** Prepared air quality and GHG technical report for the proposed Lion's Lot project, which consists of construction of a

new surface parking lot to provide 144 additional parking spaces to support the continued growth and existing needs of the college. In addition, the existing access road would be expanded by approximately 10 feet, and a new access road would be developed to connect the parking garage to the existing college buildings located northwest of the project site.

**Moreno Valley Campus March Dental Education Center, RCCD, Moreno Valley, California.** Prepared air quality and GHG assessment for the proposed project's initial study and MND. The project involves relocation of the current dental education program from the decommissioned portion of the March Air Reserve Base to the Moreno Valley Campus. The project includes the addition of 10 portables to be incorporated within the boundaries of the existing Moreno Valley Campus.

**Norco Campus Operations Center Air Quality Technical Report and MND, RCCD, Norco, California.** Prepared air quality and GHG technical report for the proposed project. RCCD contracted with Dudek to prepare necessary CEQA documentation to build two new structures, a main office and maintenance structure, at the existing RCCD Norco Campus. The total building area was approximately 21,900 square feet on 2.23 acres of land. The initial study prepared by Dudek resulted in the need for an MND for the two buildings.

**Rubidoux Child Development Center MND, Riverside County Redevelopment Agency, Riverside County, California.** Prepared the air quality and GHG assessment for the MND, which analyzed environmental impacts of a proposed child development center facility located in the community of Rubidoux. The Rubidoux Child Development Center is planned to be about 15,000 square feet on 1.5 acres of land. It would include outdoor play areas, a full-service kitchen, and eight classrooms with a licensed capacity of 192 children. Dudek prepared the MND and circulated it for public review less than 3 weeks after receiving the notice to proceed.

### **Industrial**

**Quarry, Aggregate Plant, and Asphalt Plant Air Quality Assessment, Vulcan Materials Company, Madera County, California.** Contributed to key section of an air quality assessment for a proposed hard rock quarry, aggregate plant, and asphalt plant. The project would involve production of approximately 2.5 million tons of aggregate and 500,000 tons of asphalt. Tasks included estimating of criteria air pollutants, toxic air contaminants, and GHGs from diesel off-road equipment, motor vehicles, and aggregate and asphalt processing equipment. It included a health risk and odor assessment and air quality impact analysis. The risk assessment and air quality impact analysis were prepared for the applicant to submit to the Madera County Planning Department for use in an EIR for the proposed project.

**Air Quality Support, Idaho-Maryland Mining Corporation, Grass Valley, California.** Conducted air quality analysis for Idaho-Maryland Mining Corporation, which contracted with Dudek to provide air quality consulting services for its gold mine and ceramic/stone manufacturing plant in Grass Valley, California. The work included reviewing public comments on the draft EIR for the proposed project, reviewing the air quality assessment and section of the EIR originally prepared by other consultants, reviewing and auditing the Microsoft Excel workbooks used to calculate the project emissions, and providing recommendations for improving the assessment and potentially reducing emissions to less-than-significant levels.

**Jurupa Business Park Supplemental GHG Technical Report, City of Fontana, California.** Prepared the GHG report for an addendum to the final EIR for the Jurupa Business Park project. The addendum was prepared to clarify minor changes to the final EIR, which analyzed

the development of three distribution/manufacturing buildings for various industrial and commercial uses, totaling 1,277,728 square feet of gross building area. The addendum also explained why proposed changes would not result in new impacts or an increase in the severity of impacts addressed in the final EIR, and it addressed changes to Appendix G of the CEQA Guidelines.

### **Military**

**California Dry Dock Solutions Air Quality Assessment, Allied Defense Recycling LLC, Vallejo, Solano County, California.** Contributed to an analysis of mobile source emissions associated with a proposed shipyard operation to dismantle U.S. Navy ships. The analysis included trucks and employee vehicles, mobile equipment, and paved road dust.

### **Resource Management**

**Malibu Parks Public Access Enhancement Plan EIR, Santa Monica Mountains Conservancy/Mountains Recreation and Conservation Authority, Malibu and Santa Monica Mountains Coastal Area, California.** Contributing to the air quality, noise, traffic and parking, and global climate change sections of the EIR, which analyzes impacts associated with implementation of a comprehensive plan, consisting of a public works plan and City of Malibu Local Coastal Program Amendment, to address park and recreational facility program needs for state-owned parklands.

**San Diego Association of Governments Interstate 5 (I-5) North Coast Corridor Public Works Plan, Kimley-Horn & Associates, San Diego County, California.** Contributing to the public works plan, specifically the local coastal program/plan consistency analysis for Oceanside, Del Mar, and Solana Beach. Also responsible for the Caltrans sea-level rise assessment. Dudek was contracted for the proposed transportation improvements to I-5 and the Los Angeles–San Diego Rail Corridor in northern San Diego County. Improvements to I-5 proposed by Caltrans District 11 will include adding managed and general-purpose lanes from La Jolla Village Drive in the City of San Diego to Harbor Drive in the City of Oceanside, including a number of bridge and interchange structures.

**Tehachapi Uplands Multiple Species Habitat Conservation Plan (MSHCP) Climate Change Analysis, Tejon Ranch Corporation, Kern County, California.** Contributing to the climate change analysis for the Tehachapi Uplands MSHCP, which covers approximately 144,000 acres of the 280,000-acre Tejon Ranch property. The plan addresses the Tehachapi Mountains portions of Tejon Ranch, a transverse range providing an important regional linkage between the Sierra Nevada and the Coastal Ranges. The MSHCP, which provides for conservation and coverage of 27 species, was distributed for public review in January 2009 and is currently being finalized.

**King Gillette Ranch Environmental Assessment/Initial Study, National Park Services, California Department of Parks and Recreation, Santa Monica Mountains Conservancy/Mountains Recreation and Conservation Authority, Calabasas, Los Angeles County, California.** Analyzing potential impacts associated with a design concept plan that formalizes public access and recreational use of the property, as well as development of educational facilities, a gateway center, and park maintenance facilities.

### **Water/Wastewater**

**Hay Ranch Water Extraction and Delivery System Environmental Assessment, Coso Operating Company, Coso Junction, Inyo County, California.** Contributed to the air quality and global climate change sections of the environmental assessment, which analyzed the construction of a groundwater extraction and pipeline delivery system from the Coso Hay Ranch to the water distribution station and injection system located at the Coso Geothermal Field.



## **2. WORK PLAN**

### **Coastal Commission Policy and Process Support**

Dudek will effectively communicate and represent the Department's goals and position relative to its coastal planning and development needs, adhering to the following objectives:

- Assisting the Department in identifying potential coastal policy issues and developing a preferred strategy for gaining approval of Department projects and LCP amendments
- Identifying all applicable procedural requirements and a process to ensure efficient and expeditious CCC staff review and processing of those projects
- Acting on behalf of the Department in coordinating information exchange and advocating for projects with the CCC and its staff, public agencies, and other stakeholders.

Our coastal planners and technical experts will be available to review, supplement, and present project information and data to Department staff and decision makers, the CCC and its staff, public agencies, and stakeholders to support analysis and issue resolution relative to key LCP and California Coastal Act policies governing Department development, including but not limited to:

- Public access and recreational resources
- Visitor-serving facilities
- Coastal-dependent and priority development
- Water quality
- Natural resources (environmentally sensitive habitat areas/marine resources)
- Public scenic resources
- Coastal hazards and hazardous materials
- Energy conservation and emissions reduction (climate change)
- Archaeological and paleontological resources
- Coastal policy conflict resolution (balancing).

Dudek's ability to effectively assess and distribute information regarding these key policy issues in the context of specific Department development proposals and LCP amendments will facilitate public outreach and understanding of Department projects, and will be critical to ensuring sound policy consistency findings are made for coastal development permits and LCP amendments, consistent with CCC staff expectations. Our working relationship with CCC staff and knowledge of CCC review procedures will serve to further advance CCC communication, information exchange, review, and decisions relative to Department coastal development permit and LCP amendment applications.

### **Environmental Documentation**

Dudek's coastal planning and permitting experience is complemented by our full-service environmental expertise, which includes hydrogeological resource specialists with extensive experience evaluating water quality and quantity impacts; biological experts with current working knowledge of delineating and defining wetlands and environmentally sensitive habitat areas pursuant to LCP and California Coastal Act policies; agricultural resource specialists; acoustical analysts who are experts at noise contour modeling using state and federal programs; air quality analysts adept at preparing current and defensible air quality and greenhouse gas emissions studies that have been used as templates in numerous jurisdictions; visual impact assessment specialists; and registered professional archaeologists with recent, relevant cultural resources experience.

Our depth and breadth of experience means we can quickly access resources and assemble the right team for each project task. Our complete list of in-house certified staff includes:

- AICP-certified environmental planners
- CDFG- and USFWS-certified biologists
- Registered professional archaeologists
- Noise and air quality specialists
- 3D simulation specialists
- Registered landscape architects
- Certified arborists and foresters
- Professional foresters
- Certified GIS professionals
- Accredited LEED professionals
- Certified hydrogeologists
- Licensed geologists
- Registered environmental assessors
- Licensed professional engineers
- Licensed contractors.

### **County LCP Coastal Development Permit Processing**

It is anticipated that many of the Department's coastal permitting needs will stem from processing and/or facilitating "pipeline" project applications pursuant to the recently certified LCP amendment for Marine del Rey. For these projects, the County's certified LCP serves as the regulatory framework and standard of review for development activities that are subject to coastal development permit requirements. However, for projects located between the sea and the first public road parallel to the sea, the standard of review also includes the public access and recreation policies of the California Coastal Act. In addition, the County's approval of certain developments and uses, as defined by the California Coastal Act, and more specifically described in the LCP, are appealable to the CCC.

Dudek will coordinate with, strategize, and advise the Department and, if determined appropriate, independent project applicants, about the best available options for planning and processing development projects covered by the LCP. If requested by the Department, we will review and offer advice for preparing and/or refining coastal development permits application materials, environmental impact analyses and associated technical documents, and policy findings. We will initiate early coordination meetings with CCC staff to identify and address potential coastal resource issues for project planning and design consideration to avoid undue delays during the coastal development permit review process, specifically those potentially associated with a third party or CCC appeal of a County-approved permit.

The potential for appeal of Department and/or private development projects necessitates that the County's coastal development permit review process ensure sound project consistency findings with the certified LCP, consistent with CCC staff expectations, to avoid project delays and expense associated with a potential permit appeal to the CCC. In completing this effort, Dudek will review available background documentation and project information, including relevant environmental, policy, and land use provisions, to identify potential coastal policy and/or procedural issues associated with development projects, focusing on developing a strong administrative record and avoidance of possible grounds for appeal of the County's coastal development permit approval.

As requested by the Department, Dudek will compile available project information and prepare a detailed California Coastal Act/LCP policy consistency analysis for review and consideration by the Department and, if desired, by CCC staff to support discussions and resolution of any potential coastal policy and/or procedural issues associated with the project early in the permit review process.

As requested, Dudek will prepare for and attend meetings with and for the Department, or other project proponents and appropriate County personnel, and with CCC staff to resolve potential policy or procedural issues that may arise during the County's coastal development permit review process. Meetings with CCC staff will be conducted according to the scope of work identified in the following CCC Staff Coordination/Issues Resolution section. Dudek will be available to assist the Department in preparing, reviewing, and responding to CCC-related matters addressed in staff reports/recommendations and written correspondence associated with the County's decision-making hearing, and we will be available to attend all project hearings to support the Department.

### **CCC Coastal Development Permit Processing**

In addition to projects processed under the County's certified LCP, the Department may have projects located in areas of the CCC's retained or original permit jurisdiction requiring submittal and processing of project applications directly with the CCC. Dudek will coordinate with and advise the Department and, if determined appropriate, independent project applicants, about the best available options for planning and processing development projects located in areas of the CCC's original or retained permit jurisdiction, including preparing coastal development permit application materials and related policy and technical documentation, and identifying opportunities to expedite the CCC's review and approval process. If requested by the Department, we will also engage CCC staff early in the project planning process to identify potential coastal resource issues for project planning and design consideration to avoid undue delays in the CCC's coastal development permit review process.

During the CCC's application review process, Dudek will review and evaluate project-related planning and environmental documentation, and assist with preparing, revising, and updating application materials to reflect project revisions, identified land use and resource constraints, and policy requirements to facilitate the CCC's application "completeness determination" and, ultimately, to help CCC staff prepare project consistency findings with applicable policies for CCC staff reports. We will coordinate with the Department in responding to CCC staff comments and questions, and consult with technical consultants to provide strategic counseling as to the timely and cost-effective processing of the applications through the CCC review and approval process, including opportunities to incorporate project design elements, phasing, and applicant-proposed mitigation into development proposals. These efforts will focus on developing project applications that reduce the likelihood for CCC-imposed permit conditions and related analyses and findings, and that minimize public controversy associated with the application review process, thereby limiting the duration and intensity of the CCC's review and hearing process.

Dudek planners and technical experts will be available to attend all CCC meetings and hearings related to review and approval of the Department's coastal development permit applications as described in the CCC Staff Coordination/Issues Resolution and CCC Hearing Support sections that follow.

### **Coastal Development Permit Appeals**

Given the location of the large majority of the Department's projects on or near the shoreline, many of the coastal development permits approved by the County are appealable to the CCC. Dudek will work closely with the Department/County during its review of coastal development permit applications and assist in its LCP/California Coastal Act consistency review process to develop thorough policy consistency findings and ensure that appropriate technical studies are conducted to support those findings to minimize the likelihood of permit appeals to the CCC. Should an appeal of the County's approval of a coastal development permit be filed with the CCC, Dudek will immediately commence work to complete additional analysis of the coastal resources potentially affected by the proposed project.



We will focus on resolving each policy conflict issue raised to facilitate CCC's review of the appeal to support a finding of no substantial issue. During the appeal substantial issue review, our work effort would be concentrated on providing CCC staff and the CCC with a clear understanding of the scope of the project, and the environmental and technical analyses completed to review the project for consistency with applicable LCP/California Coastal Act policies, and to highlight any coastal resource benefits associated with project implementation. Given the extreme time constraints associated with the CCC's substantial issue review period for project appeals, Dudek will work closely with the Department and CCC staff on transmittal and review of the project administrative record and planning for a substantial issue hearing that presents the best possible outcome for a no substantial issue determination by the CCC.

Should the CCC determine that a project appeal identifies a substantial issue that necessitates a de novo hearing by the CCC for a County-approved coastal development permit, Dudek will advise the Department about options, benefits, and/or risks associated with pursuing the development proposal pursuant to the de novo review process. As requested, Dudek will be available to provide input on, coordinate, and/or prepare additional technical studies to facilitate a successful de novo review of the project by the CCC and its staff. Dudek is aware of the often-lengthy duration and level of effort associated with CCC staff's review and preparation for a coastal development permit de novo hearing. Our team will be readily available to complete additional review and analysis of project information and data, and to supplement existing technical studies in our areas of expertise to expeditiously respond to CCC staff direction regarding data needs and analysis necessary to address the project appeal.

Dudek will assist the Department in preparing additional LCP/California Coastal Act policy consistency analyses to address policy conflicts raised in the project appeal. In addition, because the CCC's de novo review of projects is not limited to only those policy consistency issues identified in the appeal substantial issue determination, Dudek will assist the Department in preparing a consistency analysis for all the LCP and California Coastal Act policies potentially applicable to the proposed project. The LCP and California Coastal Act consistency analysis will include close coordination with the Department to identify options and opportunities for addressing and resolving potential policy conflicts. This may include project refinements and incorporating project phasing and mitigation with the intent of avoiding additional, CCC-imposed permit conditions, and related analyses and findings, and minimizing public controversy over the project to ultimately limit the duration of the CCC's de novo review and hearing process.

Dudek will advise the Department regarding best available options to secure a no substantial issue finding for any project appeal and/or to secure the CCC's approval of coastal development permits brought before the CCC for de novo hearing on appeal. This includes close coordination with CCC South Central Coast and South Coast District staff on review of the administrative record, and strategically planning the timing and location of the CCC's hearings. As requested, Dudek planners and technical experts will be available to attend all CCC meetings and hearings related to review and approval of the County's coastal development permit applications as described in the CCC Staff Coordination/Issues Resolution and CCC Hearing Support sections that follow.

## **LCP Amendments**

Department projects determined to raise potential conflicts with the County's certified LCP will be subject to the CCC's LCP amendment process. In addition, it is anticipated that amendments to the County's certified LCP will result from the CCC's periodic review of the Marina del Rey LCP completed in 2011, and the ensuing Marina del Rey redevelopment visioning process targeted for completion in 2014.

Dudek coastal planners will prepare for and attend meetings with your staff, County decision makers, committees, stakeholders, and CCC staff, as necessary, to discuss land use options and/or resource/policy constraints to support the Marina del Rey redevelopment visioning process and subsequent LCP amendment/s, and associated with any proposed project potentially requiring an amendment. Dudek will assist the Department with facilitating public outreach and increasing understanding of the Department's goals and needs, and with conducting technical analysis to determine the appropriate scope and content of LCP amendments, including identifying options and opportunities to address public input and resolve potential project inconsistencies with applicable LCP policies, including project design options, phasing, and mitigation, among others. Where appropriate, efforts will be made to limit the scope of LCP amendments to qualify as a "minor" amendment, to the extent feasible and consistent with Department goals, thereby expediting the CCC's review and approval period.

Dudek will be available to assist the Department in all aspects of preparing and processing LCP amendments, including identifying procedural and submittal requirements for amendment application submittals to the CCC, preparing the text amendments, or reviewing and providing comments on proposed LCP text amendments and supporting documentation, including review and preparation of technical studies, maps, and figures of land use and/or coastal resource protection areas. Dudek will coordinate with the Department and CCC staff in facilitating the LCP amendment application "completeness determination," and revising and refining proposed amendments with a specific focus on providing comprehensive policy consistency findings to support CCC staff report preparation/recommendations for approval of LCP amendments.

As requested, Dudek planners and technical experts will be available to attend all CCC meetings and hearings related to review and approval of the Department's LCP amendment applications as described in the CCC Staff Coordination/Issues Resolution and CCC Hearing Support sections that follow.

## **CCC Staff Coordination/Issues Resolution**

Dudek will coordinate and facilitate issues resolution, comments, and dialogue with the Department, the CCC, and its staff, including attendance and support at CCC staff meetings and CCC hearings for all Department matters relating to CCC review and action on Department planning programs and development projects. Dudek will prepare written materials, correspondence, presentations, and graphics to respond to concerns and issues raised by CCC staff, and will facilitate discussion regarding policy interpretations and supplemental data/information requests to support the staff's review of Department projects and LCP amendments and preparation of CCC staff report findings.

Dudek will provide the Department with overall strategic and policy advice for securing CCC support of Department projects and LCP amendments. The success of this effort is highly dependent on establishing a strong and cohesive avenue of information exchange and dialogue between the Department and CCC staff regarding development opportunities and constraints, and facilitating early review and input from CCC staff on Department proposals. Dudek will lead this

effort, utilizing our existing working relationship with the Los Angeles Region's CCC staff and our experience and understanding of the coastal resource policy issues staff must present for all projects considered by the CCC. This effort would include the following deliverables at the request of the Department and will serve to facilitate CCC staff understanding of project goals, scope, impacts, and opportunities; expedite the CCC application review process; and assist CCC staff in preparing staff reports/recommendations in support of projects for CCC hearings:

- Coordination of meetings and/or conferences/workshops with CCC staff early in the project planning process to identify potential coastal resource issues for planning, design consideration, and environmental review
- Comprehensive submittal letters to the CCC, detailing coastal development permit application and/or LCP amendment submittal requirements, and compliance of application materials with applicable policies and regulations
- Memorandum summarizing the environmental information and alternatives analysis included in coastal development permit applications and/or LCP amendment submittals that demonstrate project consistency with applicable policies
- Detailed policy consistency analysis, with supporting documentation, for coastal development permit applications and/or LCP amendment submittals for easy use and reference by CCC staff
- Coordination with the Department, independent project applicants, and technical consultants to prepare and/or supplement existing technical studies, written materials, and correspondence to expeditiously respond to CCC staff direction regarding data and analysis needs
- Written correspondence/graphics in response to public comment, and/or CCC staff comments and staff report recommendations for presentation to decisions makers
- Close coordination with CCC staff on preparation of CCC staff report recommendations, findings, and addenda
- Review and comment on CCC staff report recommendations to ensure findings are complete and accurate, and that special conditions and/or suggested modifications are reasonable and feasible
- GIS support for graphics and maps to facilitate CCC staff's understanding of project scope in relation to land use and coastal resource policy constraints, and to provide support for CCC staff reports and presentations.

Dudek will provide an administrative draft of all documentation, written correspondence, and graphic project deliverables to the Department for review and comment, and the Department will be provided with final versions of documentation, written correspondence, and graphics transmitted to the CCC or other entity on behalf of the Department, prior to such transmittal.

### **CCC Hearing Support**

Dudek coastal planners actively monitor changes in the CCC's evolving regional and statewide coastal policy and development standard interpretation/implementation practices, and will keep the Department informed of matters that could affect planning for and processing of coastal development permits, LCP amendments, and all other matters related to the County's coastal planning program. Building on a positive and effective working relationship with CCC staff and our knowledge of the CCC's consideration of local and statewide coastal resource policy issues, Dudek will advocate for the Department's projects and coastal planning program throughout the development review process and during all CCC deliberations.



CCC hearing procedures and practices can often result in a complicated and time-sensitive process that demands immediate and expert response as issues arise during the hearing. Dudek will support the Department in preparing for and attending all CCC hearings to represent and advocate for proposed Department projects and/or LCP amendments. Dudek also maintains valuable and effective working relationships with other expert coastal practitioners throughout the state that specialize in CCC legal and lobbying services, integrating these key team members when appropriate to create the most successful results during the CCC review and hearing process. Dudek will coordinate with the Department, independent project applicants, technical consultants, and other team members to prepare presentation materials and written correspondence in response to public comment and/or CCC staff recommendations for presentation at CCC hearings.

We will support the Department in preparing commissioner briefing materials and, as appropriate, participating in ex parte communications with commissioners to discuss staff recommendations and the Department's requests in the context of Department goals and objectives and applicable regulatory and policy frameworks. Dudek's approach to establishing a positive and effective working relationship with CCC staff, coordination of key project team members, and production of focused CCC hearing and briefing materials will secure the most successful results during the CCC's review and consideration of Department proposals.

**QUALITY CONTROL PLAN**

Responses to items 1-7 are attached.

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
  - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
  - A plan for ensuring that interim deadlines, if any, and delivery dates are met;
  - The methods for identifying and preventing unsatisfactory performance of the Contract work; and
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

## P-7: Quality Control Plan

Dudek has developed a successful approach to maintaining project schedule and budget while allowing for flexibility. Ms. Winecki and the proposed senior staff are trained to look at project solutions that are the most technically practical, regulatory realistic, and economically viable. Ms. Winecki's approach to meeting project management goals is based on lessons and preferences learned from our work on projects throughout the California coastal zone. She will rely on key elements to keep project and task schedules on track, including:

- **Kickoff Meetings** with Dudek project management, the Department's project manager, and other key County team members.
- **Dedicated Lines of Communication**, including a specialized email address for Department inquiries and responses within 24 hours. County project management will have office and cell phone access to Dudek project management.
- **Integrated Schedule** for each project to be maintained and updated monthly to plan and monitoring overlapping and interdependent tasks needed to achieve project milestones.
- **Schedule Tracking and Master Deliverables List** for each project will include key interim and final document development milestones, task lead, status, information needs, and any potential project schedule or budget impacts. Dudek will manage and update the list as tasks are completed and make it available to all team members, and will document any changing circumstances potentially affecting project schedule or budget, and options for avoiding undue schedule delays and budget augmentations.
- **Budget Tracking** will show all budget line items and a monthly balance for each.
- **Monthly Progress Report** Ms. Winecki will send a monthly progress report and invoice to the Department, including a list of completed tasks during the past month, anticipated tasks during the coming month, an updated schedule, a summary of the project milestones and deliverables, and a summary of any specific tasks and issues which have become critical or otherwise affect orderly performance of the work. Invoices will include a monthly summary of individual staff billings per project tasks, total task line items, and a monthly balance for each.
- **Final Project Report** Dudek project managers will prepare a final written project report for completed project tasks per the Department's request, including a summary of relevant findings, overall project task schedule and budget compliance, and recommendations for plans, design and policy considerations warranting follow-up to support additional coastal planning and development review processes.
- **Changing Department Needs or Project Descriptions** Dudek is experienced at adapting to new scheduling requirements and budget constraints. Our goal is to anticipate and adapt to changes while maintaining forward project momentum. This is achieved by planning and monitoring project tasks according to an integrated project schedule to ensure orderly and efficient completion of tasks required to obtain project milestones, and early identification issues that may affect work performance allowing for timely implementation of corrective actions to maintain project schedules and budgets.

### Document Quality Control

Dudek is strongly committed to preparing the highest quality documents, done right the first time. The Dudek editorial team will create a project-specific style guide to ensure consistency in the presentation of terms and nomenclature used in our deliverables. Once Dudek technical and environmental experts have prepared a written work product, Ms. Winecki, Ms. Evans, and Mr. Leech will review the material. After their reviews, the technical editor will conduct an editorial review of each deliverable, following the agreed-upon style guide. Dudek's publications staff will then format each document prior to submittal to the Department.



Dudek will provide an administrative draft of all documentation, written correspondence, and graphic project deliverables to the Department for review and comment. Draft work products will be resubmitted to the Department with a summary of revisions completed in response to comments and questions received on administrative drafts and, once approved, the Department will be provided with final versions of documentation, written correspondence, and graphics transmitted to the CCC or other entity on behalf of the Department, prior to such transmittal.

### **Data Management**

Dudek catalogs all data received into a master intake database and stores data in a commonly accessible network location with other spatially related files and metadata files for management/control according to Dudek's GIS Data Organization Policy. All spatial data received will be reviewed for metadata and verified visually in ESRI's ArcCatalog and ArcMap software. To ensure the quality of Dudek-generated data, only senior GIS staff will disseminate GIS data layers, adhering to Dudek's GIS metadata and data distribution policies.

**Project Name**  
**Schedule Tracking and Master Deliverables List**  
*Date*

Green Box =  
New or Changed Item

PROJECT TASK/MILESTONE	Lead	Status	Document and/or Information Needs	Impacts	Estimated Time of Completion	Comment
		Complete			Complete	
ADMINISTRATIVE & LEGAL	Lead	Status	Document and/or Information Needs	Impacts	Estimated Time of Completion	Comment
PROJECT DESIGN/DATA	Lead	Status	Document and/or Information Needs	Impacts	Estimated Time of Completion	Comment
ENVIRONMENTAL DOCUMENTATION/TECHNICAL STUDIES	Lead	Status	Document and/or Information Needs	Impacts	Estimated Time of Completion	Comment
AGENCY REVIEW COORDINATION	Lead	Status	Document and/or Information Needs	Impacts	Estimated Time of Completion	Comment
PUBLIC MEETING/HEARING COORDINATION	Lead	Status	Document and/or Information Needs	Impacts	Estimated Time of Completion	Comment

**PROJECT NAME**  
**PROGRESS REPORT NO. #**

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**To:**  
**From:** April Winecki, Project Manager  
**Subject:** Monthly Progress Report for Project Name  
**Date:**  
**cc:**  
**Attachment(s):**

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**WORK/TASKS THIS PERIOD****Notes:**

- This progress report covers activities undertaken by Dudek for the period of XXX. Dudek's invoice accompanies this progress report and includes a summary of individual staff billings for project tasks, and budget limits and remaining budget for each task as of the last day of this progress report period.

**TASK 1: Project Management and Administration****TASK 2: Project Meetings****TASK 3****TASK 4****TASK 5*****Future Meetings and Follow-Up Action Items***



De Novo Review CCC Hearing Integrated Schedule

Phase	Description												
		Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12			
1	<b>Project Team and CCC Staff Coordination</b>												
	Project Team/CCC Staff Meeting December 9th	◆											
	Project Team Response to CCC Staff Comments/Questions 12/12/11 - 03/19/12												
	Project Team/CCC Staff Meeting or Conference Call 02/06/12 - 02/10/12			◆									
	Internal Project Team Strategy Meeting 03/05/12 - 03/09/12				◆								
	Internal Project Team Strategy Meeting 04/02/12 - 04/06/12						◆						
	Coastal Commission April Hearing Coordination 04/09/12 - 04/13/11						◆						
2	<b>CCC Staff Report Preparation/Mailing/Review</b>												
	Staff Report Mailing for March Hearing 02/13/12 - 02/17/12												
	Staff Report Late Mailing for March Hearing 02/20/12 - 02/24/12												
	Staff Report Preparation for April Hearing 02/27/12 - 03/16/12												
	Staff Report Mailing for April Hearing 03/19/12 - 03/20/12												
	Staff Report Late Mailing for April Hearing 03/26/12 - 03/30/12												
	Staff Report Review, Addenda Coordination 03/26/12 - 04/06/12												
	Coastal Commission April Hearing Coordination 04/09/12 - 04/13/11							◆					
3	<b>Coastal Commission Briefing and Hearing Coordination</b>												
	Project Team Prepare Draft CCC Briefing Materials 02/06/12 - 02/17/12												
	Project Team Review Draft CCC Briefing Materials 02/20/12 - 02/24/12												
	Project Team Finalize CCC Briefing Materials 02/27/12 - 03/02/12												
	Coastal Commission Briefings/Site Visits February & March (CCC Hearing 03/12/12 - 03/16/12)					◆							
	Project Team Revise/Finalize Briefing Materials 03/19/12 - 04/06/12												
	Coastal Commission Briefings							◆					
	Project Team Draft Hearing Presentation 03/05/12 - 03/16/12												
Project Team Review/Finalize CCC Hearing Presentation													
	Coastal Commission Hearing (Ventura) April 11th -13th						◆						

	Project Team and CCC Staff Coordination
	CCC Staff Report Preparation/Mailing
	Coastal Commissioner and Hearing Coordination
	Potential Blackout Periods - Holiday/CCC Staff Report Mailings

De Novo Review CCC Hearing Integrated Schedule

Phase	Description	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12
1	<b>Project Team and CCC Staff Coordination</b>									
	Project Team/CCC Staff Meeting December 9th									
	Project Team Response to CCC Staff Comments/Questions 12/12/11 - 03/19/12									
	Project Team/CCC Staff Meeting or Conference Call 02/06/12 - 02/10/12									
	Internal Project Team Strategy Meeting 03/05/12 - 03/09/12									
	Internal Project Team Strategy Meeting 04/02/12 - 04/06/12									
2	<b>Coastal Commission April Hearing Coordination 04/09/12 - 04/13/11</b>									
	<b>CCC Staff Report Preparation/Mailing/Review</b>									
	Staff Report Mailing for March Hearing 02/13/12 - 02/17/12									
	Staff Report Late Mailing for March Hearing 02/20/12 - 02/24/12									
	Staff Report Preparation for April Hearing 02/27/12 - 03/16/12									
	Staff Report Mailing for April Hearing 03/19/12 - 03/20/12									
	Staff Report Late Mailing for April Hearing 03/26/12 - 03/30/12									
	Staff Report Review, Addenda Coordination 03/26/12 - 04/06/12									
3	<b>Coastal Commission April Hearing Coordination 04/09/12 - 04/13/11</b>									
	<b>Coastal Commissioner Briefing and Hearing Coordination</b>									
	Project Team Prepare Draft CCC Briefing Materials 02/06/12 - 02/17/12									
	Project Team Review Draft CCC Briefing Materials 02/20/12 - 02/24/12									
	Project Team Finalize CCC Briefing Materials 02/27/12 - 03/02/12									
	Coastal Commission Briefings/Site Visits February & March (CCC Hearing 03/12/12 - 03/16/12)									
	Project Team Revise/Finalize Briefing Materials 03/19/12 - 04/06/12									
	Coastal Commission Briefings									
	Project Team Draft Hearing Presentation 03/05/12 - 03/16/12									
	Project Team Review/Finalize CCC Hearing Presentation									
	<b>Coastal Commission Hearing (Ventura) April 11th -13th</b>									

	Project Team and CCC Staff Coordination
	CCC Staff Report Preparation/Mailing
	Coastal Commissioner and Hearing Coordination
	Potential Blackout Periods - Holiday/CCC Staff Report Mailings

## PROPOSER'S EEO CERTIFICATION

Dudek  
Company Name

605 Third Street, Encinitas, California 92024  
Address

95-3873865  
Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	( <input checked="" type="checkbox"/> )	(    )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( <input checked="" type="checkbox"/> )	(    )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( <input checked="" type="checkbox"/> )	(    )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	( <input checked="" type="checkbox"/> )	(    )

Mary R. Murphy  
Signature

May 30, 2012  
Date

Mary Murphy, Director of Human Resources  
Name and Title of Signer (Please Print)



# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Dudek			
Company Address: 605 Third Street			
City: Encinitas	State: CA	Zip Code: 92024	
Telephone Number: 760.942.5147			
Solicitation For <u>consulting</u> Services:			

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: <u>Mary R. Murphy</u>	Title: <u>Human Resources Director</u>
Signature: <u>Mary R. Murphy</u>	Date: <u>May 30, 2012</u>

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Dave Carter

\_\_\_\_\_  
Proposer Name

Chief Financial Officer

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County)/ X \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X \_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

X \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer Organization: Dudek

Signature: Mary R. Murphy

Print Name: Mary Murphy

Title: Human Resources Director Date: 5/30/2012

Tel. #: 760.942.5147 Fax #: 760.632.0164



## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

5.30.12

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all name(s) and telephone number(s) of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>Frank Dudek, President and CEO</u>	<u>760.942.5147</u>
<u>June Collins, Executive Vice President</u>	<u>760.942.5147</u>
<u>Dave Carter, Chief Financial Officer</u>	<u>760.942.5147</u>

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Dudek

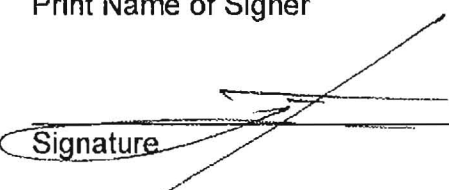
Name of Firm

Dave Carter

Chief Financial Officer

Print Name of Signer

Title

  
Signature

5-30-12  
Date

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Dudek

COUNTY VENDOR NUMBER: 13763601

Dudek is not  
LSBE, nor can  
we claim the  
preference

- ☐ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.  
☐ Attached is my Local SBE Certification letter issued by the County

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>217</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1			2
Hispanic/Latino			1		12	6
Asian or Pacific Islander			1		3	3
American Indian					2	
Filipino			1			
White	17	2	16	6	103	61

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	— %	— %	— %	— %	— %	89 %
Women	— %	— %	— %	— %	— %	11 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. Use back of form if necessary.

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Mary R. Murphy	Mary R. Murphy	Human Resources Dir.	5/31/12



Dudek does not qualify for this program.

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Dudek (does not qualify for this program)		
COMPANY ADDRESS: 605 Third Street		
CITY: Encinitas	STATE: CA	ZIP CODE: 92024

**I hereby certify that I meet all the requirements for this program:**

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: N/A	TITLE:
SIGNATURE: N/A	DATE:

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:	Dudek		
Company Address:	605 Third Street		
City:	Encinitas	State:	CA Zip Code: 92024
Telephone Number:	760.942.5147	Email address:	dcarter@dudek.com
Solicitation/Contract For <u>consulting</u> Services:			

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

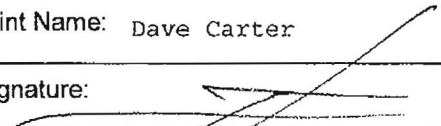
- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Dave Carter	Title: Chief Financial Officer
Signature: 	Date: 5.30.12

Date: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Dudek

## CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Dave Carter  
Title: Chief Financial Officer  
Address: 605 Third Street  
Encinitas, CA 92024  
Telephone: 760.942.5147  
Facsimile: 760.632.0164  
E-Mail Address: dcarter@dudek.com

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Frank Dudek  
Title: President, Chief Executive Officer  
Address: 605 Third Street  
Encinitas, CA 92024  
Telephone: 760.942.5147  
Facsimile: 760.632.0164  
E-Mail Address: fdudek@dudek.com

Name: June Collins  
Title: Executive Vice President  
Address: 605 Third Street  
Encinitas, CA 92024  
Telephone: 760.942.5147  
Facsimile: 760.632.0164  
E-Mail Address: jcollins@dudek.com

## Notices to Contractor shall be sent to the following:

Name: Dave Carter  
Title: Chief Financial Officer  
Address: 605 Third Street  
Encinitas, CA 92024  
Telephone: 760.942.5147  
Facsimile: 760.632.0164  
E-Mail Address: dcarter@dudek.com



## GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Paragraph 8.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

### COMPLIANCE WITH SOW 8.0

Dudek uses reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

Further, Dudek will notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

### CURRENT PRACTICES

Dudek employs the following environmental sustainability practices:

- Paper-based work product is printed double-sided on 30% post-consumer recycled paper that meets the minimum content standards specified in Section 505 of Executive Order 13101, "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition"
- Promotional marketing material is printed on Forest Stewardship Council-certified paper and uses soy-based inks
- Recycling programs for plastics, glass, and batteries are active in all offices
- Supplying of individual-sized plastic water bottles ended in 2009
- Web-conferencing among employees located in different offices is the preferred meeting method when possible, rather than driving to meetings
- Employees are encouraged to carpool and bicycle to work.

Our field personnel, who frequently engage in biological field surveys and monitoring, can significantly impact environmental sustainability in their normal work routine. Dudek ensures that our field personnel have extremely minimal impact by training them in observation best practices (i.e., scrubbing shoe soles to minimize potential of introducing exotic species, treading lightly when mapping vegetation, etc.) and equips them primarily with handheld devices to further minimize human impacts in environmentally sensitive areas.

## RFP EXCEPTION FORM

Proposer's Name Dudek  
Address 605 Third Street, Encinitas, CA 92024  
Telephone 760.942.5147 Fax 760.632.0164  
E-mail Address dcarter@dudek.com

☒ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

☐ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and **have** the following exceptions:

**Exceptions:**

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

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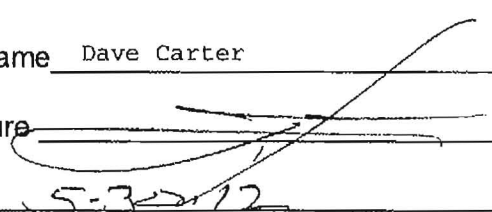
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Print Name Dave Carter

Signature 

Date 5-3-12



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CULBERTSON, ADAMS & ASSOCIATES, INC.**

**FOR**

**CALIFORNIA COASTAL COMMISSION**

**CONSULTANT SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR  
CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**

**CONTRACT FOR**

**CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

**PART ONE - GENERAL CONDITIONS**

**1.0 GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties**

This Contract is entered into by and between the County of Los Angeles (the "County") and Culbertson, Adams & Associates, Inc. (the "Contractor").

**1.1.2 Recitals**

The Contract is intended to integrate within one document the terms for the California Coastal Commission Consultant Services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposer's Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3 - P-19 submitted with the Contractor's Proposal.

**1.1.3 Effective Date**

The effective date of this Contract shall be the later of January 11, 2013 or the date of Board approval.

**1.1.4 Contract Provisions**

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), and the Exhibits and Forms, all of which are attached to this

Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth herein; to the extent there is any inconsistency between the language in the Offer to Perform (Form P-1) or the Work Plan (Form P-6) and any other part of the Contract, the language of such other part of the Contract shall prevail.

#### **1.1.5 Work to be Performed**

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-6. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **1.1.6 Rescission**

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.45, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

### **1.2 INTERPRETATION OF CONTRACT**

#### **1.2.1 Headings**

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.



### **1.3 CONTRACT TERM**

#### **1.3.1 Initial Term**

The initial Contract term shall be three years commencing on the later of January 11, 2013 or the date of execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

#### **1.3.2 Two One-Year/Six Month-to-Month Extension Options**

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including without limitation determining whether the County will exercise a Contract term extension option.

#### **1.3.3 Contractor to Notify County when it is within Six Months from Expiration of Term**

The Contractor shall notify the County's Department of Beaches and Harbors (the "Department") when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall provide written notification to the Department.

#### **1.3.4 Extension to Complete Work Orders**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions,

but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

#### **1.3.5 Survival of Obligations**

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 CONTRACT SUM**

#### **1.4.1 Contract Payment**

The net amount the County shall expend from its own funds during any Contract year for California Coastal Commission Consulting Services shall not exceed \$140,000 per Contract year, based on the Department's needs and availability of funds in the County's budget. The County may at its discretion expend any portion, all or none of the stipulated amount. However, aggregate annual payments for California Coastal Commission Consulting Services may exceed the stipulated amount to the extent that a lessee or other third party is obligated to reimburse the County for its California Coastal Commission Consulting Services.

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the Director's express prior written approval.

#### **1.4.2 Increase of Contract Sum by Director**

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor, increase the Contract Sum amount by up to 10 percent in any year of the Contract or any extension period, to cover needed, increased services in the scope of the Contract, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

#### **1.4.3 Increase in Maximum Compensation Under Work Order**

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

#### **1.4.4 Compensation Payable Only Under Work Order at Quoted Hourly Rates**

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of an issued Work Order (Exhibit 1). Compensation for all work under a Work Order shall be at Contractor's rate of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 2.48.

#### **1.4.5 No Increase in Hourly Rate of Compensation**

No increase in the hourly rate of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Contractor to Notify County when it has Received 75% of Total Contract Amount**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

**1.4.7 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, or any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**1.5 INVOICES AND PAYMENTS**

**1.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work specified in Attachment B, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1, Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.



### **1.5.2 Contractor's Invoice Procedures**

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours or work performed, name of the Work Order or project, type of work performed, person performing the work, hourly rate for such person and other information necessary to calculate the payment for the work.

If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the Contract Administrator. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

### **1.5.3 Approval of Invoices**

Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. All invoices submitted by the Contractor for payment must have the written approval of the Department's Planning Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### **1.5.4 Local Small Business Enterprises - Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

### **1.6 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **1.6.1 Contractor's Contract Representative**

The Contractor's Contract Representative is designated on Form P-17, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

#### **1.6.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

#### **1.6.3 Confidentiality**

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees,

arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.3, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.3 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without the Director's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR**

**CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

**PART TWO - STANDARD TERMS AND CONDITIONS**

**2.0 STANDARD TERMS AND CONDITIONS**

**2.1 AMENDMENTS**

**2.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

**2.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

**2.1.3** The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

**2.2 ASSIGNMENT AND DELEGATION**

**2.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written



consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**2.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

**2.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **2.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual

authority.

## **2.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **2.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

**2.5.1** Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**2.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**2.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.

**2.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 2.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 2.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 2.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within five business days of mailing to the complainant.

## **2.6 COMPLIANCE WITH APPLICABLE LAW**

- 2.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2.6.2** Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to

retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **2.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-8 – Contractor's EEO Certification*.

## **2.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **2.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

### **2.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall



receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In

either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **2.9 CONFLICT OF INTEREST**

**2.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**2.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **2.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/ OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **2.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **2.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **2.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **2.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **2.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **2.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the



Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes

supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **2.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **2.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **2.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**2.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**2.14.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **2.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**2.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**2.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **2.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**2.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**2.17.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.



## **2.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 2.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **2.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **2.20 FORCE MAJEURE**

**2.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**2.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out

of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

**2.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **2.21 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **2.22 INDEPENDENT CONTRACTOR STATUS**

**2.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**2.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**2.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 1.6.3, Confidentiality.

## **2.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **2.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Department of Beaches and Harbors



13483 Fiji Way, Trailer 3  
Marina del Rey, CA 90292  
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **2.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **2.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for

non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **2.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **2.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **2.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **2.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **2.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **2.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **2.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **2.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **2.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

#### **2.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **2.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **2.25 INSURANCE COVERAGE**

**2.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**2.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**2.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee



leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**2.25.4 Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or relating to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **2.26 LIQUIDATED DAMAGES**

**2.26.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**2.26.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the

Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment B-1, Statement of Work* hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**2.26.3** The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**2.26.4** This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **2.27 MOST FAVORED PUBLIC ENTITTY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**2.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**2.28.2** The Contractor shall certify to, and comply with, the provisions of *Form P-8, Contractor's EEO Certification*.

**2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws

and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.

**2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**2.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **2.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.



### **2.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **2.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### **2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice No.1015, Exhibit 5*.

### **2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **2.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-17, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **2.36 PUBLIC RECORDS ACT**

**2.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**2.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## **2.37 PUBLICITY**

**2.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contractor Administrator. The County shall not unreasonably withhold written consent.

**2.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

## **2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**2.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**2.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.



**2.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **2.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **2.40 SUBCONTRACTING**

**2.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**2.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 2.40.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 2.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 2.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 2.40.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 2.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 2.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors**

**Administrative Services Division / Contracts Unit**

**13483 Fiji Way, Trailer 3**

**Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

**2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**2.43 TERMINATION FOR CONVENIENCE**

**2.43.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**2.43.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**2.43.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

## **2.44 TERMINATION FOR DEFAULT**

**2.44.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**2.44.2** In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue



the performance of this Contract to the extent not terminated under the provisions of this Section.

**2.44.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**2.44.4** If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.

**2.44.5** The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.45 TERMINATION FOR IMPROPER CONSIDERATION**

**2.45.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**2.45.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**2.45.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **2.46 TERMINATION FOR INSOLVENCY**

**2.46.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**2.46.2** The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.47 TERMINATION FOR NON-ADHERANCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## **2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **2.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **2.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.51 WARRANTY AGAINST CONTINGENT FEES**

**2.51.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**2.51.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **2.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**

**CONTRACT FOR**

**CALIFORNIA COASTAL COMMISSION  
CONSULTANT SERVICES**

**PART THREE - UNIQUE TERMS AND CONDITIONS**

**3.0 UNIQUE TERMS AND CONDITIONS**

**3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**3.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**3.1.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**3.1.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

**3.1.4** If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

### **3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 3.2.1** This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract Sum and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **3.3 EMPLOYEE CONFLICTS**

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. Contractor certifies that it has disclosed to the County any potential or actual conflicts of the type described in this Section 3.3 which existed as of the date hereof. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of

the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by said County and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

CULBERTSON, ADAMS & ASSOCIATES, INC.

By *Mr. Andreette Culbertson*

COUNTY OF LOS ANGELES

By *Ben Yaruslan*  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *Lachelle Smitheman*  
Deputy NOV 07 2012

By *Lachelle Smitheman*  
Deputy NOV 07 2012

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By *[Signature]*  
Senior Deputy County Counsel



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20

NOV 7 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77861

## **Executive Summary**

### **A. Introduction**

Culbertson, Adams & Associates, Inc. (CAA) is pleased to present this proposal to provide consulting services before the California Coastal Commission. This will be our third such proposal, having represented the County on this capacity since year 2001.

### **B. Experience with Coastal Act and Coastal Commission Matters**

M. Andriette Culbertson, Esq., a co-founder of CAA, is intimately familiar with all Coastal Act case law, prior Commission interpretations, Coastal Act procedures (both processing and hearing), and the generation of the type of evidence that is necessary for a successful Coastal Commission resolution. Ms. Culbertson enjoys a good working relationship with the Coastal Commission staff management and legal division, and has been successful in negotiating major approvals for many projects. Ms. Culbertson strives to produce a staff recommendation for approval with conditions that can be accepted by the applicant. Where this is not possible, Ms. Culbertson has successfully advocated her client's position.

Most recently, Ms. Culbertson led the consulting strategy to arrive at consensus regarding Marina del Rey. For years, the Commission and the County were at odds over major issues. Ms. Culbertson created a "roadmap" approach and together with the Beaches and Harbors Director worked to implement this approach with the result of advancing the County's redevelopment projects. The Local Coastal Program Amendment was successfully developed, negotiated and processed to the Commission hearing in record time, and the land side portion received a unanimous approval in only one hearing.

Ms. Culbertson also demonstrated that cooperation and work with the Coastal Commission can be less challenging when both agencies understand their unique requirements. Towards that end, Ms. Culbertson achieved a waiver for a major reconstruction of Gladstone's (instead of a time-consuming and expensive permit), explained on numerous occasions the Coastal Commission requirements to lessees and their representatives, and proposed the Master Coastal Development Permit for all remaining marinas to be reconstructed. This was also heard in one hearing with an 11-1 approval.

Ms. Culbertson enjoys helping agencies and the Coastal Commission work together effectively by understanding the substance and procedure of the Coastal Act.

M. Andriette Culbertson has been the County's Coastal Commission advocate for the past 10+ years.

The founders of CAA (C. David Culbertson and M. Andriette (Andi) Culbertson) have had continuous experience with the Coastal Act and the Coastal Commission since 1977. The work of the Culbertsons has ranged from Local Coastal Programs for the City of Irvine and the County of Orange, to approval of some of the largest and most controversial coastal development permit matters in Coastal Commission history, including but not limited to the Hemmeter Corporation 1,126-room Monarch Beach Resort, Soka University of America Expansion in Calabasas, the Newport Coast, the Dana Point Monarch Beach Hotel, and Mandalay Bay in Oxnard. Ms. Culbertson is also an attorney specializing in land use, environmental, and coastal matters and has represented the County of Los Angeles for the past 10+ years.

CAA has no known conflicts of interest with respect to public agencies or tenants within Marina del Rey.

Ms. Culbertson stands ready to assist the County and the Department of Beaches and Harbors in reaching its remaining goals for Marina del Rey and the beaches, including but not limited to the Visioning Process. Ms. Culbertson has been advised that she is about to be engaged on the LCP for the Santa Monica Mountains, and this offers an economy, as both projects are controlled by the County of Los Angeles.

CAA makes no warranties, express or implied, as to the outcome or timing of any Coastal Commission matter undertaken. CAA will use best efforts and superior professional judgment in advocating the County's project, if selected.

Having introduced our firm and Ms. Culbertson, we proceed to the remaining required components of the proposal as called for by the County of Los Angeles.



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# 1. Offer to Perform / Price Proposal – Form P-1

Form P-1  
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## CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES OFFER TO PERFORM / PRICE PROPOSAL

**Proposer:** Name: Culbertson, Adams & Associates, Inc.  
Address: 1975 Still Meadow Road  
Ballard, CA 93463  
Phone: (805) 688-5327 Fax: (805) 688-5357

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide Coastal Commission consultant services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): Individual ☒ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other: \_\_\_\_\_  
State of organization: California Principal place of business: 1975 Still Meadow Road  
Ballard, CA 93463

Out of state vendor's authorized agent for service of process in California:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name	Title	Phone
M. Andriette Culbertson	President	(805) 688-5327

Name	Title	Phone
------	-------	-------

Proposer's signature: M. A. Culbertson Date: June 7, 2012

M. Andriette Culbertson	President	(805) 688-5327
Name	Title	Phone

### PRICE PROPOSAL

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in Coastal Commission Consultant Services during the term of the Contract, the annual compensation may vary from contract year to year. Coastal Commission Consultant Services will be compensated at the quoted hourly rates.
- The first column represents Proposer and/or Proposer's staff who will perform the duties stipulated in the Statement of Work.
- The next column, "Proposed Hourly Price (Cost to the County)", will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected hourly compensation for providing the services. This will also be used for increased or reduced services in those instances warranting a change in a Work Order when additional work is authorized by the Director. The County will not pay any overtime rate for this contract service.

#### PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, material, subcontractors, equipment purchase/rental, permit fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly price identified below.

POSITION	PROPOSED HOURLY PRICE (COST TO COUNTY)
Principal Planning Consultant M. Andriette Culbertson	\$ 450.00
Other:	\$
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$



## 2. Proposer's Organization Questionnaire / Affidavit and Supporting Documents – Form P-2

CAA was established over 32 years ago with the intent of providing high quality strategic management to projects undertaken by public and private entities in the entitlement arena.

Few companies or persons combine the Coastal Act substantive and procedural expertise, the legal dimension, and confident advocacy all under one roof. We also are known for our effective and respectful treatment of California Coastal Commission (CCC) staff – a company commitment. Our firm avoids polarization, focuses on productive and well-reasoned dialogue, is mindful of the schedule and workload constraints of the CCC staff, and adjusts our submittals accordingly. The impressive list of references included in this chapter is testament not only to our skill, but to our ability to “get the job done” and *still* have an effective and cordial relationship on the next project.

Having a good relationship with CCC staff and the Commission is more than just knowing them by name. The CCC staff is very accessible, and establishing rapport is not difficult. What distinguishes us from others, we believe, is our *knowledge* of the Coastal Act, Commission procedures, and pertinent case law. This knowledge allows us to frame the project – or suggest changes to the project – that will provide the best chance for CCC staff support and recommendation for approval with conditions the client can accept. We provide a frame of reference, and that alone establishes a strong foundation for further discussion.

The knowledge of the legal and technical aspects of the Coastal Act is also an indispensable prerequisite to an effective advocacy. Without *knowing* that a project's consistency with the Coastal Act is above reproach (whether concurred by staff or not), one cannot *effectively* advocate the project and illustrate the sometimes small but important distinctions in policy. First and foremost, our approach focuses on first being “right” with respect to the Coastal Act. We simply will not represent a project that is not consistent with the Coastal Act.

The principal contact for this project at CAA will be M. Andriette Culbertson, who will serve as the team leader for the consultant side.

Form P-2  
Page 1 of 2

### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

<u>Culbertson, Adams &amp; Associates, Inc.</u>	<u>California</u>	<u>1980</u>
<u>Name</u>	<u>State</u>	<u>Year Inc.</u>

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
N/A		

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
CAA Planning, Inc.	2010
Culbertson California and Associates, LLC	2009
Culbertson, Adams & Associates, Inc.	2009

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

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Form P-2  
Page 2 of 2

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☒ Yes ☐ No Proposer and/or principal owners must have a minimum of five years' experience in consulting with public and private sector developers on CCC proceedings on Local Coastal Program Amendments and coastal permits.

☒ Yes ☐ No Proposer must demonstrate knowledge and experience with the CCC, including CCC's history, governing law, regulations, staff and rulings.

☒ Yes ☐ No Proposer must complete and return Forms P-1 - P-19.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Culbertson, Adams & Associates, Inc.

Address:

1975 Still Meadow Road

Ballard, CA 93463

E-mail address: mac@culbertsonlaw.com

Telephone number: (805) 688-5327

Fax number: (805) 688-5357

On behalf of Culbertson, Adams & Assoc. (Proposer's name), M. Andriette Culbertson  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's  
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

M. A. Culbertson

Signature

President

Title

June 7, 2012

Date

32-0296291

Internal Revenue Service

Employer Identification Number

N/A

California Business License Number

15463501

County WebVen Number

## Certificate of Good Standing

### State of California Secretary of State

#### CERTIFICATE OF STATUS

ENTITY NAME:

CULBERTSON, ADAMS & ASSOCIATES, INC.

FILE NUMBER: C3114351  
FORMATION DATE: 10/27/2009  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of May 24, 2012.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

# Statement of Information

State of California  
Secretary of State



10-147147

## STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

**FILED**  
In the office of the Secretary of State  
of the State of California

JUL 26 2010

This Space For Filing Use Only

1. CORPORATE NAME (Please do not alter if name is preprinted.)				S
CULBERTSON, ADAMS & ASSOCIATES, INC.  C3114351				
DUE DATE:				
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)				
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
1975 Still Meadow Road	Ballard	CA	93463	
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE	
1975 Still Meadow Road	Ballard	CA	93463	
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE	
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)				
5. CHIEF EXECUTIVE OFFICER	ADDRESS	CITY	STATE	ZIP CODE
M. Andriette Culbertson	1975 Still Meadow Road	Ballard	CA	93463
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
M. Andriette Culbertson	1975 Still Meadow Road	Ballard	CA	93463
7. CHIEF FINANCIAL OFFICER	ADDRESS	CITY	STATE	ZIP CODE
M. Andriette Culbertson	1975 Still Meadow Road	Ballard	CA	93463
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)				
8. NAME	ADDRESS	CITY	STATE	ZIP CODE
M. Andriette Culbertson	1975 Still Meadow Road	Ballard	CA	93463
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:				
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1805 and Item 13 must be left blank.)				
12. NAME OF AGENT FOR SERVICE OF PROCESS				
W. James Sooh, Jr.				
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE	
c/o Payne & Fears LLP, 4 Park Plaza Ste 1100	Irvine	CA	92614	
TYPE OF BUSINESS				
14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
Planning Consultants				
15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.				
07/21/2010 M. Andriette Culbertson		President		
DATE	TYPEPRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE	
SI-200 C (REV 09/2006)		APPROVED BY SECRETARY OF STATE		

Form P-3

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: Culbertson, Adams & Associates, Inc.

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
County of Los Angeles Dept. of Beaches and Harbors	13575 Mindanao Way Marina del Rey, CA 90292	Santos H. Kreimann, Dir.	(310) 577-5736	(310) 821-6345
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
#76449 - Amendment #4	Jan. 11, 2008 thru Jan. 10, 2013	Consulting Services re: Calif. Coastal Commission	Approx. \$150,000/yr.	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
County of Los Angeles Dept. of Regional Planning	320 W. Temple Rd. 1001 Los Angeles, CA 90012	Richard J. Bruckner, Dir.	(213) 974-6411	(213) 626-0434
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
PO-RP-12323050-1	April/May 2012	Consulting Services re: Santa Monica Mountains LCP	\$25,0000	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
County of Ventura Harbor Department	3900 Pelican Way Ventura, CA 93035-4367	Lyn Krieger, Director	(805) 382-3002	(805) 382-3015
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
PD No. 7430A000083	Continuous since 2001	Consulting Services for various Harbor Projects with the Coastal Commission	Approx. \$10,000/yr.	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
San Diego County Regional Airport Authority	P.O. Box 82776 San Diego, CA 92138-2776	Ted Anasis	(619) 400-2478	( ) N/A
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
208246	Continuous since Nov. 2010	Consulting services re: Airport Remediation Project	\$450/hour	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Santa Monica/Malibu Unified School District	1634 17th Street Santa Monica, CA 90404	Jan Maaz, Asst. Superintendent	(310) 450-8338	( ) N/A
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
913820	8/2008-6/2010	Consulting Svc's re: CCC	\$79,000	



#### 4. Prospective Contractor List of Terminated Contracts – Form P-4

Form P-4

### PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** Culbertson, Adams & Associates, Inc.

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b> N/A*	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		

\* - Culbertson, Adams & Associates, Inc. has never had a contract terminated.



## BUSINESS AND FINANCIAL SUMMARY

1. **BACKGROUND.** Provide a summary description of your relevant background information demonstrating your firm's capacity to perform the required Contract work. (Experience and Qualifications attached)
2. **EXPERIENCE.** Provide your experience consulting with public and private sector developers on California Coastal Commission proceedings on Local Coastal Program Amendments and coastal permits. <sup>Experience and Qualifications attached</sup>
3. **CLIENT REFERENCES.** List all experience your firm has had in the past five years performing California Coastal Commission consultant services. At least five years' experience must be demonstrated. At a minimum, five references should be submitted.

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.
2001	on-going	County of Los Angeles Dept. of Beaches and Harbors	13575 Mindanao Way Marina del Rey, CA 90292	Santos H. Kreimann Director	310-821-6345
2001	on-going	County of Ventura Harbor Dept.	3900 Pelican Way Ventura, CA 93035-4367	Lyn Krieger Director	805-382-3015
April 2012	May 2012	County of Los Angeles Dept. of Regional Planning	320 W. Temple Los Angeles, CA 90012	Richard J. Bruckner Director	213-974-6411
April 2006	on-going	Malibu Bay Company	23705 W. Malibu Road Suite D-2 Malibu, CA 90265	David Reznick	310-456-6555
1994	on-going	International Bay Clubs	1221 W. Coast Highway Newport Beach, CA 92663	Dave C. Wooten, President	949-630-4269

Attach additional pages if necessary



**4. PROPOSER'S QUALIFICATIONS:**

- a. Proposer shall attach a written description of one or more specific issues involving the CCC in which Proposer played a key role, including a description of the issue, strategy used to address the CCC's interests, recommendations and result of the issue(s).
- b. Proposer shall demonstrate its knowledge of the California Coastal Commission (CCC), including history of the CCC, governing law, regulations, staff and rulings; and
- c. Proposer shall demonstrate its experience in working with key representatives and members of the CCC.

**5. How many full-time employees does your firm employ?** Zero (0)

**6. Attach an organizational chart or describe the organization of your firm:**

M. Andriette Culbertson is President and co-founder of Culbertson, Adams & Associates, Inc. (CAA) which performs all work efforts by company ownership and does not require any additional employment to perform the duties and services of the company.

**7. CREDIT REFERENCES. List at least three recent credit or financial references:**

Name	Address	Business Relationship	Contact Person	Phone Number
Montecito Bank & Trust	P.O. Box 2460 Santa Barbara, CA 93120-2460	Banking	Jennifer Russell	(805) 963-7511
C&D LLP CPAs and Advisors	690 Alamo Pintado Rd. Solvang, CA 93463	Accountants	Verna A. Enoch, CPA	(805) 688-5505
UBS	2029 Century Park E. Century City, CA 90067	Financial Advisor	Don Wyse	(714) 375-2484

8. **EVIDENCE OF INSURABILITY.** Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.25 of the Sample Contract.
9. **ADDITIONAL INFORMATION** (Attach additional pages if necessary):  
See "Additional Information" at the end of this proposal for more information on Experience and Qualifications.

Signature: M. A. Culbertson  
M. Andriette Culbertson

Date: June 7, 2012

Title: President





## Form P-5

### Item 4a - Description of one or more specific issues involving the CCC where Proposer played a key role

Because Ms. Culbertson has represented the County for many years in Marina del Rey, an example from there will be used. Care has been taken in this description to avoid disclosure of any material that would compromise the legal position of the County.

The County was notified by the Coastal Commission that “ESHA” (Environmentally Sensitive Habitat Area) had been adversely affected by tree pruning in Marina del Rey. The letter sent was the first step in a violation process imposed by the Coastal Commission. The matter escalated to the point that the County was ready to step into a courtroom.

Ironically, the CCC had no authority to designate ESHA unilaterally in the LCP, as the LCP was fully certified and ESHA policies had been removed. Nonetheless, the CCC staff and attorneys attempted to assert that the County was obligated to recognize nesting trees as ESHA. They attempted several approaches to this issue trying to support this assertion, without attention to whether they had the right to assert it *at all*.

Ms. Culbertson was finally allowed to approach the then Executive Director personally. Ms. Culbertson asked him to pose one narrow question to his lawyers and those of the Attorney General’s office – regardless of whether the trees could be argued to be ESHA, could the CCC *enforce* this characterization on the County? Posed that specific way, the attorneys recognized that because the LCP had no policies regarding ESHA, they could not enforce the matter. The then Executive Director caused the violation to be suspended (it later expired) and stepped forward to work with the County, knowing that the County intended to propose about 6 amendments to its LCP. Ms. Culbertson devised the “Roadmap” approach and was significantly supported by the new DBH Director. The Roadmap approach resolved several issues – the Periodic Review, the Pipeline Projects LCPA and the final LCPA for Marina del Rey, the Visioning Process. The County agreed to address resources, in particular, the nesting trees. After the publication of a thorough technical study by scientists recommended and managed by Ms. Culbertson, the CCC biologist reversed her prior opinion that the trees constituted ESHA, and the matter went forward to a successful conclusion. Only by knowing the Coastal Act thoroughly, having the respect and cooperation of the CCC management, and knowing how to organize and lead a technical team could this have been accomplished. Ms. Culbertson assisted in securing the endorsement of state and federal agencies on the science, and advised the Director as he secured the endorsement of L.A. Audubon.

As the Pipeline process developed, Ms. Culbertson saw the opportunity to combine the efforts to redevelop marinas with the momentum of the Pipeline Projects. This required not only a significant negotiation with CCC management, but significant assistance to them in the development of the report. Ms. Culbertson also counseled the County on how to prepare adequate documentation on slip size and prepared the first draft of the extensive letter of justification. These efforts resolved in one hearing what many agencies take years to resolve.

### Item 4b – Knowledge of CCC and its laws

Ms. Culbertson has been involved with the Coastal Act and the Coastal Initiative (Proposition 20, 1972) since its inception. Ms. Culbertson prepared what is rumored to be the second LCP certified in the state after the passage of the Coastal Act (City of Irvine). Ms. Culbertson’s knowledge of the

statute and regulations is comprehensive, and she is often invited to testify in the California Legislature on aspects of coastal policy. While reasonable minds may disagree on the interpretation of a statute or regulation, knowing the basis for and history of the regulation is essential to a successful debate, and that is a key attribute of Ms. Culbertson's experience and knowledge.

Ms. Culbertson either attends or monitors through video feed each CCC meeting. Over the years, and in an informal and professional manner, Ms. Culbertson has offered advice and training to CCC staff on several issues. Ms. Culbertson believes that by working together, the regulators and the regulated best serve the public's interest.

Ms. Culbertson's expertise in the Coastal Act has been recognized in court by being accepted as an expert witness, although Ms. Culbertson avoids these types of forensic engagements when representing public agencies in order to evade any potential conflicts.

#### **Item 4c – Experience with key representatives and members of the CCC**

As noted above, Ms. Culbertson retains an excellent working relationship with the CCC staff and management. In fact, recently the current Executive Director extended an invitation to Ms. Culbertson to participate in a panel with him and the Chair on how local government and the CCC can improve their working relationship. Although Ms. Culbertson did not end up participating on this panel (organized by a private law firm), the Executive Director has advised that a future panel controlled by the CCC would welcome Ms. Culbertson's participation.

This is the sign of a successful professional relationship with the CCC. To have mutual respect as well as knowledge is essential to a successful negotiation, and reduces the opportunities for tension, delay and undesirable results. Although Ms. Culbertson had a long and constructive relationship with the former Executive Director, she also has a developing relationship with the current Executive Director. This was recently evidenced by a negotiation with the Third Supervisorial District and the Executive Director regarding the certification of the LCP for the Santa Monica Mountains (SMM). After years of disagreements (even as to how to move forward), Ms. Culbertson found a way forward and recommended same to the Third District and Executive Director, and agreement on how to proceed was reached – after only a month. While it is too early to tell what the ultimate outcome will be, it is clear that the parties are in a position to move forward gainfully.

Ms. Culbertson also retains a good relationship with the Commissioners themselves. However, Ms. Culbertson does not lobby in the true sense of the word. When called upon to do so, Ms. Culbertson is prepared to explain the factual and legal basis of the client's position to any commissioner. Ms. Culbertson also advises commissioners that any questions that they ask will be shared with CCC staff, and in this way Ms. Culbertson further cements her relationship with CCC staff and management.

None of this cooperation means that Ms. Culbertson is not ready to debate CCC staff or the Commission on a client's project if necessary. Ms. Culbertson's record in this regard is admirable. Ms. Culbertson has only experienced one occasion where a staff recommendation adverse to a client could not be overcome in the vote – in over 30 years. Ms. Culbertson's recommendations are regularly upheld in court as well.

In summary, Ms. Culbertson's relationship with the Coastal Commission staff and Commissioners could be considered enviable, but is really the result of maintaining a professional, even-handed association based in the laws and regulations of the Coastal Commission.



## Evidence of Insurability

Please note the Certificate of Liability Insurance provided herein does not indicate "Professional Liability/Errors and Omissions" coverage as called for in the proposed contract. However, CAA is in process of securing such coverage via the Service Providers and Artisan Tradesman Activities ("SPARTA") Insurance Programs as referred by the County of Los Angeles. CAA expects the coverage will be in place well before the time the contract is approved and executed, and thus will be able to honor the contract provision. The certificate itself indicates coverage provided by CAA at the time of this proposal submittal.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE OF DUTY 05-23-2012	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
<p><b>Insured:</b>  <b>HERRIOTT &amp; MIJALOVIC AGCY INC/PHS</b>            165812 P: (866) 467-8730 F: (877) 905-0457            PO BOX 33015            SAN ANTONIO TX 78265</p>			<p><b>CONTACT:</b>            NAME: _____            PHONE: (856) 467-8730            FAX: (877) 905-0457            E-MAIL: _____            ADDRESS: _____            CUSTOMER ID: _____</p>		
<p><b>Insured:</b>  <b>CULBERTSON ADAMS &amp; ASSOC.</b>            1975 STILL MEADOW RD            SOLVANG CA 93463</p>			<p><b>INSURER AFFORDING COVERAGE:</b>            INSURER A: <b>Sentinel Ins Co LTD</b>            INSURER B: _____            INSURER C: _____            INSURER D: _____            INSURER E: _____</p>		
<p><b>COVERAGES:</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
<b>TYPE</b>	<b>TYPE OF INSURANCE</b>	<b>ADDITIONAL CODE</b>	<b>POLICY NUMBER</b>	<b>POLICY PERIOD</b>	<b>LIMITS</b>
A	GENERAL LIABILITY		72 SBA AJ9824	10/26/2011 10/26/2012	EACH OCCURRENCE \$1,000,000
	COMMERCIAL GENERAL LIABILITY				PRODUCTS & COMPOUNDS \$1,000,000
	CLAIMS MADE [X] OCCUR				PROD EXP (adv only) per pol \$10,000
	X General Liab	X			PERSONAL & ADJ INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES FOR POLICY [X] AND [X] EDC				GENERAL AGGREGATE \$2,000,000
	AUTOMOBILE LIABILITY				PRODUCTS & COMPOUNDS \$2,000,000
A	AND AUTO		72 SBA AJ9824	10/26/2011 10/26/2012	COMBINED SINGLE LIMIT (per accident) \$1,000,000
	ALL OWNED AUTOS				BODILY INJURY (per person) \$
	SCHEDULED AUTOS				BODILY INJURY (per accident) \$
	X RENTED AUTOS				PROPERTY DAMAGE (per accident) \$
	X NON-OWNED AUTOS				
	UMBRELLA LIME				
	EXCESS LIME				
	DEDUCTIBLE				
	ATTENTION				
	WITHOUT RECOMPENSATION AND LIMITS EXCEEDS LIABILITY				
	ADV. PROPOSAL FOR PARTIAL RECURRING OFFICIALS IN THE COURSE OF OPERATIONS ONLY				
	IF NOT, DESCRIBE UNDER DESCRIPTION OF OPERATIONS ONLY				
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ENTER ACORD 101, Additional Remarks, Schedule, or more space to complete)</p> <p>Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form 890008 attached to this policy</p>					
<p><b>CERTIFICATE HOLDER</b>  <b>Los Angeles County Department of Beaches and Harbors</b>            13837 FIJI WAY            MARINA DEL REY, CA 90292</p>			<p><b>CANCELLATION</b>            SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.            AUTHORIZED REPRESENTATIVE:  <i>Joe Taylor</i></p>		

## Evidence of Insurability (continued)

### POLICY FACE SHEET

24  
98 INSURED:  
AJ SENTINEL INSURANCE COMPANY, LIMITED  
SBA

CHANGE NO.:  
CHANGE EFF DATE: 05/23/12

POLICY NO. 72 SBA AJ9824 DX

RECORDS RETENTION - PERMANENT

#### DECLARATIONS ITEMS

1. NAMED INSURED AND  
MAILING ADDRESS:

CULBERTSON ADAMS & ASSOC.  
1975 STILL MEADOW RD  
SOLVANG, SANTA BARBARA  
CA. 93463

2. POLICY PERIOD:

10/28/11	10/28/12	1
INCEPTION	EXPIRATION	YEAR

AGENT'S CODE: 165812

AGENT'S NAME: HERRIOTT & MIJAILOVIC AGCY INC/PHS

PREVIOUS POLICY NO. NEW

3. THE NAMED INSURED IS: CORP

POLICY STATUS: ACTIVE

LOB LEVEL OF SUPPORT: SP-3

MARKET SEGMENTATION: 830

SELECT CUSTOMER

AGENT SALES AGREEMENT (COMMISSION STATUS )

DIRECT ACCOUNT BILL NUMBER - 13553600

DEDUCTIBLE

ADDITIONAL INSURED(S)

CODING ENTRY NOT REQUIRED

TRANS TYPE: ENDT CMTL#: 003

POLICY FACE SHEET TERMINAL ID: R054V5EC PAGE 2  
05/23/12 72 SBA AJ9824 DX (10/28/12)



**Evidence of Insurability (continued)**



Select Customer Insurance Center  
3600 WISEMAN BLVD.

SAN ANTONIO TX 78251  
Policyholder, please call us at: (866) 467-8730  
Agent, please call us at: (800) 447-7649

**INSURANCE ENDORSEMENT  
ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (800) 447-7649 between 7 A.M. and 7 P.M. CENTRAL TIME.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

**HERRIOTT & MIJAILOVIC AGCY INC/PES  
THE HARTFORD SELECT CUSTOMER INSURANCE CENTER**

The Hartford Insurance Group  
Hartford Fire Insurance Company and its Affiliates  
Hartford Plaza, Hartford, Connecticut 06115

**Evidence of Insurability (continued)**

**POLICY NUMBER: 72 SSA AJ9824**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - PERSON-ORGANIZATION**

THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
IT'S AGENTS, OFFICERS, AND EMPLOYEES  
ITS# SDA399  
PO BOX 82776  
SAN DIEGO, CA 92138

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
13837 FIJI WAY  
MARINA DEL RAY, CA 90292

Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 001  
Process Date: 05/23/12

Expiration Date: 10/28/12

## **6. Staffing and Work Plan – Form P-6**

### **6.1. Suitability of Proposer's Capabilities**

As previously noted, as a former governmental agency employee and specialist in Coastal Commission matters for over 30 years, Ms. Culbertson is uniquely qualified and positioned to achieve the client's goals.

Few companies or persons combine the Coastal Act substantive and procedural expertise, the legal dimension, and confident advocacy all under one roof. We also are known for our effective and respectful treatment of California Coastal Commission (CCC) staff – a company commitment. Our firm avoids polarization, focuses on productive and well-reasoned dialogue, is mindful of the schedule and workload constraints of the CCC staff, and adjusts our submittals accordingly. The impressive list of references included in this chapter is testament not only to our skill, but to our ability to “get the job done” and *still* have an effective and cordial relationship on the next project.

Having a good relationship with CCC staff and the Commission is more than just knowing them by name. The CCC staff is very accessible, and establishing rapport is not difficult. What distinguishes us from others, we believe, is our *knowledge* of the Coastal Act, Commission procedures, and pertinent case law. This knowledge allows us to frame the project – or suggest changes to the project – that will provide the best chance for CCC staff support and recommendation for approval with conditions the client can accept. We provide a frame of reference, and that alone establishes a strong foundation for further discussion.

The knowledge of the legal and technical aspects of the Coastal Act is also an indispensable prerequisite to an effective advocacy. Without *knowing* that a project's consistency with the Coastal Act is above reproach (whether concurred by staff or not), one cannot *effectively* advocate the project and illustrate the sometimes small but important distinctions in policy. First and foremost, our approach focuses on first being “right” with respect to the Coastal Act. We simply will not represent a project that is not consistent with the Coastal Act.

### **6.2. Legal and Ethical Constraints on Proposer and How Compliance Will Be Assured**

CAA and Ms. Culbertson are widely known for maintaining the highest ethical standards. CAA has not – *and will not* – undertake any effort or represent any client where the same commitment is not in evidence.

Our “constraint,” if it can be called that, is simple – INTEGRITY. Compliance with this overarching company attribute is through supervision.

### **6.3. Benefits of Approach to Be Taken**

We have found that early communication with upper management at the CCC – including, most importantly, the Executive Director and the Deputy Director – is a highly reliable means of arriving at an accommodation of both the client's and the CCC's interests. It has been our experience that identifying project needs to upper management at the CCC assists in fashioning an approach that works for *both* sides. Many times, applicants overlook the fact that strategic structuring of projects can actually assist the CCC staff to meet their objectives as well, often without any material disadvantages to the applicant's or the client's objectives.

Neither the RFP nor the presentation at the mandatory pre-proposal meeting detailed the specifics of projects to be proposed. It is therefore not possible to describe a particularized approach to those projects. However, it can be said that many times there are opportunities to “balance” one or more Coastal Act policies against another Coastal Act policy. For example, achievement of visitor-serving and public access policies may offset an impact on wetlands policies. The extent to which this balancing strategy can be used depends on how the projects are combined, or “batched.” Ideally, it can readily be seen that many issues that might ordinarily arise may be resolved through effective coordination of Coastal Act policies.

As the population of California grows, it is imperative that resources at the coast maximize opportunities under the Coastal Act. We believe that the Asset Management Strategy is certainly capable of this goal. It only remains for the story to be properly told.

Areas not included within the Scope and Approach are community outreach/public relations, CEQA/NEPA compliance, specialized scientific studies, including but not limited to biology, hydrology, water quality, traffic, and other similar areas. CAA is adept at selecting and managing subconsultants for such studies, however, and could undertake such efforts on the County’s behalf at additional cost.

#### **6.4. Value to Be Provided to the Department**

The principal value of CAA to the Department is an informed guide and advisor in obtaining Coastal Commission approvals. Our broad-based experience with these Chapter 3 policies of the Coastal Act, our skills in negotiation and finding common ground, and our competence as professionals make us an ideal representative of the Department.



## STAFFING AND WORK PLAN

**1a. STAFFING PLAN:** Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person's resume.**

Position	Name	Experience	Responsibility
Principal Planning Consultant	M. Andriette Culbertson	Experience with Coastal Commission since 1976	Principal Strategist and evaluation of Coastal Act issues
Senior Project Manager			
Senior Planner			
Contractor's Representative			
Other:			

**1b. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION** M. Andriette Culbertson



**1c. IDENTIFY PARTNERS/SUBCONTRACTORS**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
N/A*					

**1d. ADDITIONAL EMPLOYEES:** Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES
N/A		

**Attach additional pages if necessary**

\* - M. Andriette Culbertson is proposing no subcontractors. However, M. Andriette Culbertson will be available to manage subconsultants retained by the County as necessary.



## 2. APPROACH TO CONTRACT REQUIREMENTS:

**Services to be provided.** Please provide a narrative of Proposer's approach to the duties and tasks described in Section 6.0, Attachment B, Statement of Work.

M. Andriette Culbertson is well acquainted with how to represent the Department of Beaches and Harbors, having done so for approximately 10 years.

The RFP does not list particular work efforts, so this approach is necessarily limited by the content of the RFP. However, Ms. Culbertson's proactive approach to all representations requires that she is alert to the needs of the client, even though they may not be aware that a more efficient approach is available. Ms. Culbertson regularly "checks in", suggests approaches that minimize or otherwise streamline the process for both the County and the affected agency(ies), and seeks ways to combine efforts. The Roadmap approach to the Marina del Rey redevelopment - negotiated directly with the then-Executive Director - is a prime example of that ability.

When an assignment is made on a specific project, Ms. Culbertson first asks management to identify the key County individuals involved. Working with this team, Ms. Culbertson quickly identifies the steps to be taken, and technical subconsultants necessary and probably team in the Coastal Commission. After client authorization, Ms. Culbertson sets out to negotiate an approach with the governmental agency involved (in this case, the Coastal Commission). Ms. Culbertson's close relationship with the executive management and legal division of this powerful state agency expedites the resolution of the matter and insures that the agency focus will be at an appropriate executive level in the Coastal Commission. In fact, it was this exact approach that led to the processing of a major amendment of the Marina del Rey LCP to action hearing in just 8 months after initial submittal. This was a record at the Coastal Commission for processing any amendment of that size and complexity.

Ms. Culbertson's extensive CEQA and resource agency background is an effective complement to her work at the Coastal Commission, as she maintains extensive contacts with both the applicable agencies and appropriate technical teams.

In short, Ms. Culbertson is able - thorough her extensive ability and experience - to accomplish alone what many consultant organizations require entire teams to complete. Because she is always careful about the number of assignments she accepts, she insures her time is available for contracted clients.



## 7. Quality Control Plan – Form P-7

Form P-7

### QUALITY CONTROL PLAN

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
  - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
  - A plan for ensuring that interim deadlines, if any, and delivery dates are met;
  - The methods for identifying and preventing unsatisfactory performance of the Contract work; and
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

(See following page attached)



## Quality Control Plan – Form P-7 continued

Proposer is the sole employee of CAA Inc. As such, there is no one to supervise to insure that the work is carried out as delegated – there is simply no delegation. Given this unique situation, the Plan is responsive to the RFP as follows:

1. Ms. Culbertson self-controls her own work. She composes it directly, proofs and corrects, and publishes without the aid of employees. Ms. Culbertson utilizes Microsoft Outlook, which connects to her iPad, which is with her at all times. Ms. Culbertson initiates regular contact with her clients, rather than waiting to hear from them. To the best of Ms. Culbertson's knowledge, no one has considered her work unsatisfactory at any time. With respect to consultants under Ms. Culbertson's direction, Ms. Culbertson carefully checks and improves their work before the client receives a copy, unless tight timing dictates otherwise.
2. Ms. Culbertson self-monitors on a daily basis.
3. The response is immediate if any deficiencies are identified.
4. Immediate.
5. Ms. Culbertson takes copious notes and maintains meetings and communications in Microsoft Outlook.
6. No forms are used or necessary.
7. None available.

## 8. Proposer's EEO Certification – Form P-8

Form P-8

### PROPOSER'S EEO CERTIFICATION

Culbertson, Adams &amp; Associates, Inc.

Company Name

1975 Still Meadow Road, Ballard, CA 93463

Address

32-0296291

Internal Revenue Service Employer Identification Number

#### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	( )	(XX)	
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	(XX)	
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	(XX)	
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	( )	(XX)	



Signature

M. Andriette Culbertson, President

Name and Title of Signer (Please Print)

June 7, 2012

Date

Note: Culbertson, Adams & Associates, Inc. is a sole proprietor entity, which does not have employees. Such policies are not necessary.

## 9. Contractor Employee Jury Service Program Certification Form – Form P-9

Form P-9

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Culbertson, Adams & Associates, Inc.		
Company Address: 1975 Still Meadow Road		
City: Ballard	State: California	Zip Code: 93463
Telephone Number: (865) 688-5327		
Solicitation For Consulting Services: Calif. Coastal Commission Consulting Services		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: M. Andriette Culbertson	Title: President
Signature: <i>M. A. Culbertson</i>	Date: June 7, 2012



## 10. Certification of No Conflict of Interest – Form P-10

Form P-10

### **CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

M. Andriette Culbertson  
Proposer Name

President  
Proposer Official Title

M. A. Culbertson  
Official's Signature



## 11. Attestation of Willingness to Consider GAIN/GROW Participants – Form P-11

Form P-11

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

- A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_ YES (subject to verification by County)/ xx NO

- B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

xx YES \_\_\_\_ NO

- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_ YES \_\_\_\_ NO xx N/A (Program not available)

Proposer Organization: Culbertson, Adams & Associates, Inc.

Signature: M. A. Culbertson

Print Name: M. Andriette Culbertson

Title: President Date: June 7, 2012

Tel. #: (805) 688-5327 Fax #: (805) 688-5357

## 12. Familiarity with the County Lobbyist Ordinance Certification – Form P-12

Form P-12

### FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: M. A. Culbertson Date: June 7, 2012  
M. Andriette Culbertson  
President

### 13. Certification of Independent Price Determination and Acknowledgement of RFP Restrictions – Form P-13

Form P-13

#### **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all name(s) and telephone number(s) of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

M. Andriette Culbertson

(805) 688-5327

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Culbertson, Adams & Associates, Inc.

Name of Firm

M. Andriette Culbertson

President

Print Name of Signer

Title

M. A. Culbertson

June 7, 2012

Signature

Date

# 14. Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form – Form P-14

Form P-14

## Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Culbertson, Adams & Associates, Inc.

COUNTY VENDOR NUMBER: 15463501

- ☐ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County.

### II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): One (1)

Race/Ethnic Composition of Firm: Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White		One (1)				

### III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

### IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

### V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name M. Andriette Culbertson	Authorized Signature <i>M. A. Culbertson</i>	Title President	Date June 7, 2012
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## 15. Transitional Job Opportunities Preference Application – Form P-15

Form P-15

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Culbertson, Adams & Associates, Inc.		
COMPANY ADDRESS: 1975 Still Meadow Road		
CITY: Ballard	STATE: Calif.	ZIP CODE: 93463

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (attach IRS Determination Letter);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: M. Andriette Culbertson	TITLE: President
SIGNATURE: <i>M. A. Culbertson</i>	DATE: June 7, 2012

Note - Culbertson, Adams & Associates does not qualify for the "Transitional Job Opportunities" program and is not interested in seeking qualification.

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## 16. Certification of Compliance with the County's Defaulted Property Tax Reduction Program – Form P-16

Form P-16

### CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Culbertson, Adams & Associates, Inc.		
Company Address: 1575 Still Meadow Road		
City: Ballard	State: California	Zip Code: 93463
Telephone Number: (805) 688-5327	Email address: mac@culbertsonlaw.com	
Solicitation/Contract For Consulting Services: California Coastal Commission Consulting Services		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: M. Andriette Culbertson	Title: President
Signature: <i>M. A. Culbertson</i>	Date: June 7, 2012

Date: June 7, 2012

## 17. Contractor's Administration – Form P-17

Form P-17

### CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Culbertson, Adams & Associates, Inc.

#### CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: M. Andriette Culbertson  
Title: President  
Address: 1975 Still Meadow Road  
Ballard, CA 93463  
Telephone: (805) 688-5327  
Facsimile: (805) 688-5357  
E-Mail Address: mac@culbertsonlaw.com

#### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: - same as above -  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

#### Notices to Contractor shall be sent to the following:

Name: - same as above -  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## 18. Proposer's Green Initiatives – Form P-18

Form P-18

### GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Paragraph 8.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

Culbertson, Adams & Associates, Inc. (CAA) utilizes a home-based work location, which eliminates the need for a traditional office location, thus dramatically reducing the vehicle miles needed for conducting business. The home-based office maximizes window space for maximum natural lighting, thus the need for standard lighting is also dramatically reduced. The location also utilizes 32 solar panels, which produce nearly all required electricity. These green initiatives are further expanded by use of electronic media transmittal, but when documents must be produced, recycled paper media are utilized.

Because the vast majority of the work contemplated in the Statement of Work will be conducted at the home-based office, travel to/from the client location or the Coastal Commission locations will be significantly limited. When travel is required, the company utilizes a high mileage sub-compact vehicle, obeying all traffic speed limits to maximize fuel efficiency.

As and if new green initiatives are formulated or contemplated, CAA will notify the County in advance of implementation.



## 19. RFP Exception Form – Form P-19

Form P-19

### RFP EXCEPTION FORM

Proposer's Name Culbertson, Adams & Associates, Inc.  
Address 1975 Still Meadow Road, Ballard, Calif. 93463  
Telephone (805) 688-5327 Fax (805) 688-5357  
E-mail Address mac@culbertsonlaw.com

☐ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

☒ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and **have** the following exceptions:

#### Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Exception to contract provision 2.25, INSURANCE COVERAGE, Subsection 2.25.3 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY is requested as Culbertson, Adams & Associates, Inc. is a sole proprietor entity, which does not have employees.

Print Name M. Andriette Culbertson  
Signature *M. A. Culbertson*  
Date June 7, 2012

## 20. Additional Information – Experience and Qualifications

### M. Andriette Culbertson

Ms. Andriette Culbertson has worked professionally in the field of planning, zoning, environmental and coastal matters in the public and private sectors since 1973 and has maintained a separate law practice in those areas since 1987. Ms. Culbertson practices primarily in the planning field. This statement of experience and qualifications is tailored to the Department of Beaches and Harbors RFP.

Ms. Culbertson is noted for her ability to anticipate and resolve complex planning and environmental issues in the complicated and controversial climate of California entitlement, particularly in the Coastal Zone. Ms. Culbertson's understanding and appreciation of governmental issues and agency goals allows her to recommend proactive approaches mindful of the client's goals but also respectful of the environment and the laws that govern its use. By creating a dynamic of cooperation between regulated entities and the regulatory agencies, Ms. Culbertson strategically seeks to create public-private partnerships for resolution of key environmental issues, minimizing expense.

In terms of hearings, Ms. Culbertson is an effective and persuasive public speaker, able to engage in productive communication with governing boards and commissions thorough a keen awareness of the facts and the law.

At the present time, Ms. Culbertson counts among her clients the Counties of Los Angeles and Ventura, strategizing their redevelopment and shepherding that development and a Master Coastal Development Permit for marina redevelopment in Marina del Rey through the local and Coastal Commission approval process. The redevelopment effort, first phase, recently received an IJ-1 approval at the Coastal Commission in only one hearing, and was processed in record time. This approval reversed years of tension and conflict between the Coastal Commission and the County. For the Department of Beaches and Harbors in L.A. County, Ms. Culbertson also resolved numerous other issues speedily, such as the realignment of the South Bay Bike Trail with minimal processing, the renovation of Gladstones Restaurant without a major permit, the resolution of a violation action against the County for actions within alleged ESHA (by demonstrating to the Coastal Commission Executive Director that the attempted enforcement was not legally possible in Marina del Rey under the current LCP) and many other engagements too numerous to mention.

During this same time, Ms. Culbertson also represented Malibu Bay Company on the first new subdivision on the beach in 50 years, and also represents the San Diego County Regional Airport Authority before the Coastal Commission on the ultimate expansion of Lindbergh Field (in which Terminal 2 was approved by the Commission as a Consent Calendar item, the largest project ever treated that way).

Another achievement of Ms. Culbertson was the assistance provided to the County of Ventura since 2001, which led to a major public access project – the Boating Instruction and Safety Center (which was upheld against numerous court challenges) and the comprehensive update to the waterside, resulting in authorizations for numerous marina redevelopment projects. Ms. Culbertson advised the County on a waiver for the Hampton Inn Hotel redevelopment, avoiding a lengthy permit process and allowing this visitor-serving use to be promptly established, with the attendant revenue to the County.

Over the past 39 years, Ms. Culbertson's work has been marked by problem-solving. In order to solve problems, one must have extensive knowledge of the applicable laws, an open-minded attitude to conflict resolution, and the ability to ascertain what technical studies are necessary to support a particular position. Ms. Culbertson's extensive knowledge of numerous laws bearing on the administration of the Coastal Act makes the development of options and resolutions very effective. Ms. Culbertson is also widely known for her proactive approach with clients, and her assiduous management of technical subconsultants. Her perseverance until the goal is reached is a hallmark of her representation of a client. In summary, Ms. Culbertson's key skill is crafting successful strategies to navigate the challenging regulatory environment, which has been a hallmark of her career. Clients appreciate her diligent, hands-on management style and "self-starter" attitude. Agencies appreciate Ms. Culbertson's honest dealings and goal of making each project a "win-win" situation.

## Expertise

- Administration of the California Environmental Quality Act and National Environmental Policy Act
- Administration and advocacy of public and private projects pursuant to the California Coastal Act
- Coordination of general plan amendments, special studies and zone changes
- Negotiation of U.S. Fish and Wildlife Service agreements
- Negotiation of agreements with the California Department of Fish and Game
- Technical support in CEQA/NEPA litigation matters
- CEQA, Coastal Act and Land Use Counsel
- Member, CEQA Steering Committee of Assemblywoman Doris Allen
- Expert witness, CEQA, general planning, environmental and coastal planning matters

## Experience

- Culbertson, Adams & Associates, Inc.
  - CEO (2003-present)
  - President (1996-2003)
  - Executive Vice President (1987-1996)
  - Vice President (1980-1987)
- Jack G. Raub Company (1979-1980)  
Manager, Environmental Analysis
- City of Irvine (1977-1979)  
Environmental Analysis and Current Planning Divisions. Positions held: Chief, Environmental Analysis Division, Principal Planner Section Head, Chairman of the Subdivision Committee
- County of Orange (1973-1977)  
Zoning and Environmental Analysis Divisions, progressively more responsible positions beginning with Student Professional Aide and ending with Planner II

## Professional

### Guest Lecturer

- University of California, Irvine  
University Extension
- California State University, Fullerton

### Class Instructor

- University of California, Irvine

## Education

### Graduate

- Western State Univ. School of Law  
J.D., cum laude, December 1986
- Member - State Bar of California  
Attorney at Law

### Graduate Work

- Cal Poly Pomona (1975-1976)  
School of Urban and Regional Planning

### Undergraduate Work

- University of California, Irvine  
B.A., Political Science, 1974

# **STATEMENT OF WORK**



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK  
CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**  
**STATEMENT OF WORK**  
**CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES**

**1.0 GENERAL REQUIREMENTS**

**1.1 Scope of Work**

The Contractor shall be capable of providing the services as listed in the Statement of Work (SOW).

**1.2 Contractor's Work Plan**

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

**1.3 Contractor's Expenses**

The Contractor shall at its own expense provide all labor, material, supplies, licenses, registrations, data systems, transportation, meals, lodging, services and expenses required for the work.

**1.4 Personal Services of Designated Persons Required**

This Contract provides that the individuals identified in the Contractor's proposal must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's written approval, which shall not be unreasonably withheld.

**1.5 Proprietary Rights**

All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to

protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

## **2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS, AND/OR WORK HOURS**

- 2.1** The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract.
- 2.2** All changes must be made in accordance with Attachment A, Sample Contract, Section 2.1, Amendments.

## **3.0 CONTRACTOR'S QUALITY CONTROL PLAN**

### **3.1 Purpose of Standards**

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

### **3.2 Contractor's Quality Control Plan**

The Contractor shall comply with Contractor's quality control plan set forth in Form P-7, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, as determined by the Department in its sole discretion, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee. The plan shall include, but is not limited to, the following:

- A plan for reviewing the work of Proposer and Proposer's staff and ensuring its accuracy and compliance with professional standards;
- A plan for ensuring that interim deadlines, if any, and delivery dates are met; and

- The methods for identifying and preventing unsatisfactory performance of the Contract work.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, sub-paragraph 2.15, County's Quality Assurance Plan.

##### **4.1 General Requirements**

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

##### **4.2 Contract Discrepancy Report (Attachment B-1)**

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

- 4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.



**4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Attachment B1, Performance Requirements Summary or proceed with Contract termination as provided in Attachment A, Sample Contract, subparagraph 2.44, Termination for Default.

**4.5 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

**COUNTY**

**5.1 County's Contract Administrator**

**5.1.1** The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

**5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

## **CONTRACTOR**

### **5.2 Contractor's Representative**

**5.2.1** The Contractor shall designate a full-time employee as the Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities and shall be available to County Staff on reasonable telephone notice. The Contractor may designate himself or herself as the CR. Work hours are to be 8:00 a.m. – 5:00 p.m., unless otherwise agreed to in advance. Any request to deviate from the work schedule must be submitted in writing at least two weeks in advance of any change.

**5.2.2** The CR shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Contract work. The CR shall be able to effectively communicate in English orally and in writing. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The Contractor shall obtain the approval of the CA before replacing the CR.

### **5.3 Contractor's Staff**

**5.3.1** Contractor shall meet all deadlines set by Contract Administrator.

**5.3.2** Reports required by the Contract or any Work Order shall be completed on time.

**5.3.3** Contractor shall attend meetings and presentations at places specified by the Contract Administrator. Contractor shall appear on time for meetings and presentations and exhibit professional conduct at all times.

**5.3.4** Written work and graphics shall appear clean, well executed and professionally prepared.

**5.3.5** At County's request, Contractor shall immediately remove any employee who is performing the Contract work in an unsatisfactory manner. The County shall not be required to state the reason or otherwise justify its demand.

## **5.4 Contractor's Office**

- 5.4.1** The Contractor shall maintain an address at which its principal officers or owners may be contacted personally by email, mail or telephone.
- 5.4.2** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours.
- 5.4.3** The Contractor shall provide an answering service and voicemail to receive calls at any time the Contractor's office is closed. The Contractor shall monitor calls received on a daily basis when the Contractor's office is closed and shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall respond to calls received by the answering service within one half-hour hour of receipt of the call.

## **6.0 SERVICES TO BE PROVIDED**

- 6.1** The Contractor's services shall include, but are not limited to the following:
- Refine and implement strategies for conveying factual information to the California Coastal Commission (Coastal Commission) staff and Commissioners that will ensure fully informed recommendations and action on the Department's permit applications;
  - Interact with and educate Coastal Commission Commissioners individually about any particular project the Department may have up for Coastal Commission consideration;
  - Prepare Local Coastal Program amendments;
  - Assist in the preparation of environmental documents and provide consultant services on environmental issues pertaining to the beach and marina;
  - Present information and advocate the Department's position to the Coastal Commission staff and Commissioners verbally and in writing,

when required by the Department or the Department of Regional Planning;

- Identify and serve as an advocate on all beach and marina issues, development projects and other matters concerning the Department;
- Render additional advice the Department may require in connection with its plan and permit applications;
- Appear at such times and places as the County may require to provide consulting services, upon reasonable notice;
- Provide expert testimony on Coastal Commission-related issues at arbitration or other judicial proceedings;
- Provide monthly reports of meetings and other contacts that document advocacy efforts, detailing communications with Commissioners and staff, and making recommendations on follow-up activities; and
- Perform other duties as required by the Director or his designee.

## **6.2 Acceptance of Work**

The acceptance of Contractor's work shall be subject to the following:

- Contractor shall make the contract work available for inspection by the Contract Administrator at any time upon reasonable notice;
- Contractor shall immediately notify the Department of any difficulties that will cause a project's delay;
- Contractor shall ensure the quality of each project assigned or reports required and meet all deadlines for completion of such projects/reports as set by the Contract Administrator;
- There shall be no maximum or minimum number of service hours to be provided monthly. The number of hours required will be determined by the work flow and requirements of the Department.



## **7.0 REPORTS**

### **7.1 Contractor to Prepare Monthly Reports**

The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract and any facts which may jeopardize the completion of the project or any intermediate deadlines.

### **7.2 Contractor to Prepare Final Project Report**

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans and designs in accordance with the Contract Administrator's instructions.

### **7.3 Contractor to Maintain CAD files**

The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department upon the Contract Administrator's request.

## **8.0 GREEN INITIATIVES**

**8.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

**8.2** Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW

and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

**9.1** The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

## **ATTACHMENT B- 1**

## CONTRACT DISCREPANCY REPORT

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:** \_\_\_\_\_

**Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_



PERFORMANCE REQUIREMENTS SUMMARY (PRS)

CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
<b>SAMPLE CONTRACT:</b> SUB-PARAGRAPH 1.5 – <i>INVOICES &amp; PAYMENTS</i>	Contractor shall submit invoices by the 15 <sup>th</sup> of each month	Review of Invoices	\$50 per occurrence
<b>SAMPLE CONTRACT:</b> PARAGRAPH 2.38 – <i>RECORD RETENTION &amp; INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$50 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 3.0 – <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall observe & comply with its quality control plan	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 4.0 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall observe & comply with County's quality assurance plan	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as the Contractor's Representative	Observation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SUB-PARAGRAPH 5.3.1 – <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor shall meet all deadlines set by the Contract Administrator	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-PARAGRAPH 5.3.2 – <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's reports shall be completed on time	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-PARAGRAPH 5.3.3 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor shall attend meetings and presentations as specified by the Contract Administrator	Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-PARAGRAPH 5.3.4 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's written work and graphics shall appear neat and professionally prepared	Observation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 5.4 – <i>RESPONSIBILITIES - CONTRACTOR'S OFFICE</i>	Department shall be able to contact Contractor at all times during regular business hours	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 6.0 – <i>SERVICES TO BE PROVIDED</i>	Contractor shall perform all duties as stated	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 6.0 – <i>SERVICES TO BE PROVIDED</i>	Contractor shall provide monthly reports of meetings documenting advocacy efforts	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 7.0 – <i>REPORTS</i>	Contractor shall prepare final project report when required by Work Order	Observation & Documentation	\$100 per occurrence